



# COLLECTIVE BARGAINING AGREEMENT BY AND BETWEEN

# THE STATE OF WASHINGTON

**AND** 

# TEAMSTERS LOCAL UNION NUMBER 117

EFFECTIVE JULY 1, 2005 THROUGH JUNE 30, 2007

# TEAMSTERS TABLE OF CONTENTS

PREA	MBI	Æ

ARTICLE 1	Non-Discrimination	2
1.1	Policy Statement	2 2
1.2	Review Processes Available to Employees	2
ARTICLE 2	Union Recognition, Union Security, Dues Deduction	2
2.1	Recognition	2
2.2	Union Dues	2
2.3	Union Security	3
2.4	Dues Cancellation	2 2 3 3 3
2.5	Indemnification	
2.6	Non-Discrimination	4
2.7	New Employee Orientation	4
2.8	Employee Status Report	4
ARTICLE 3	MANAGEMENT RIGHTS	4
3.1	Management Rights	4
3.2	Union Contract Rights	5
ARTICLE 4	EMPLOYEE RIGHTS	6
4.1	Employee Liability	6
4.2	Outside Employment	6
4.3	Privacy and Off-Duty Conduct	6
4.4	Personal Property Reimbursement	6
ARTICLE 5	UNION/MANAGEMENT RELATIONS	6
5.1	Collective Bargaining Obligations	6
5.2	Labor Management Communication Committee	7
5.3	Committee Composition and Participation	7
5.4	Scope of Authority	7
ARTICLE 6	Union Activities	7
6.1	Use of State Facilities, Resources and Equipment	7
6.2	Union Bulletin Boards and Designated Newsstands	8
6.3	Information Requests	8
6.4	Annual Shop Steward Seminar	9
6.5	Employment With The Union	9
ARTICLE 7	REPRESENTATIONAL ACTIVITIES	9
7.1	Shop Steward Representational Activities	9
7.2	Authorized Work Time	10
7.3	Identification of Business Representatives	10

7.4	Identification of Shop Stewards	10
7.5	Meeting Notices	11
7.6	Steward's Badge	11
7.7	Access Privileges	11
ARTICLE 8	DISCIPLINE	11
8.1	Just Cause	11
8.2	Forms of Discipline	11
8.3	Investigation Process	12
8.4	Work Assignment	12
8.5	Home Assignment	12
8.6	Notification of Charges	12
8.7	Interview	12
8.8	Grievance Processing	12
ARTICLE 9	GRIEVANCE PROCEDURE	13
9.1	Terms and Requirements	13
9.2	Disciplinary and Disability Separation Grievance Processing	15
9.3	Non-Disciplinary, Non-Disability Separation Grievance	
	Processing	16
9.4	Arbitrator Selection	17
9.5	Authority of the Arbitrator	17
9.6	Arbitration Costs	18
9.7	Scheduling and Leave Time	18
ARTICLE 10	GRIEVANCE RESOLUTION PANEL	19
10.1	Authority of the Panel	19
10.2	Panel Membership	19
10.3	Panel Chairpersons	19
10.4	Agenda and Decisions	19
10.5	Panel Meetings	19
10.6	Case Postponement	19
10.7	Representation at Panel	20
10.8	Observers	20
10.9	Procedural Objections	20
10.10	Case Presentation	20
10.11	Executive Session and Decision	20
10.12	Additional Rules	21
	BARGAINING AGREEMENT TRAINING	21
11.1	Purpose	21
11.2	Training Responsibilities	21
11.3	Shop Steward Training	21
	PERFORMANCE AND CAREER DEVELOPMENT	21
12.1	Education and Training	21

12.2	Performance System Strategic Plan	22
12.3	Education, Training and Tuition Reimbursement	22
12.4	Orientation and In-Service Training	22
12.5	Specialized Training	22
12.6	Firearms Qualification	22
12.7	Self-Defense Training	22
12.8	Policies Access	22
ARTICLE 13	SAFETY	23
13.1	Safety Standards and Principles	23
13.2	Employer Responsibilities	23
13.3	Employee Responsibilities	23
13.4	Transportation of Inmates	23
13.5	computer Terminals/Monitors	23
13.6		24
13.7		24
13.8	Safety Committees	24
13.9	Safety Committee Meetings	24
	Safety Committee Responsibilities	24
13.11	Safety Committee Meeting Minutes	25
ARTICLE 14	DRUG AND ALCOHOL FREE WORKPLACE	25
14.1	Drug and Alcohol Free Workplace	25
14.2	Possession of Alcohol and Illegal Drugs	25
14.3	Prescription and Over-the-Counter Medications	25
14.4	Drug and Alcohol Testing	25
14.5	Voluntary Request for Assistance	26
14.6	Reasonable Suspicion Testing	27
14.7	Training	28
ARTICLE 15		28
15.2	Filling Positions	29
15.3	Inter-Institutional Transfers	29
15.4	Abolishing or Relocating Positions	30
15.5	Permanent Status	30
15.6	Types of Appointments	30
15.7	Review Periods	32
15.8	Withdrawal Rights	35
ARTICLE 16	Hours of Work	35
16.1	Definitions	35
16.2	Determination	36
16.3	Scheduled Work Period Employees	36
16.4	Non-Scheduled Work Period Classifications	37
16.5	Overtime Exempt Employees	37
16.6	Scheduled Days Off	38

16.7	Shift Exchange	38
16.8	Hours of Work for Scheduled Work Period Employees	39
ARTICLE 17	OVERTIME	40
17.1	Determination and Assignment of Overtime	40
17.2	Determination and Assignment of Overtime	44
17.3	Overtime Compensation for Positions Designated as Scheduled	4.4
17.4	Work Period	44
17.4	Overtime Compensation for Positions Designated as Non-Scheduled Work Period	15
17.5		45 46
17.5 17.6	Compensatory Overtime	46 46
17.0	Project Employees Employees Pight to Assign	46
17.7	Employers Right to Assign	40
ARTICLE 18	EXTENDED DUTY ASSIGNMENTS	46
18.1	Off-Site Overnight Inmate Crew Response Assignments	46
18.2	Crew Supervision Training	47
18.3	Compensation	47
18.4	Return From Extended Duty Assignment	48
ARTICLE 19	BID SYSTEM	49
19.1	Definitions	49
19.2	Components of a Bid	50
19.3	Submittal and Withdrawal of Bids	51
19.4	New Position or Reallocated Positions	51
19.5	Vacancy Defined	51
19.6	Awarding a Bid	51
19.7	Segregation, Intensive Management and Mental Health Units	52
	Bid Commitment	52
19.9	Permanent Bid Exchange	53
19.10	CO 1 Training Program	53
	Temporary Assignment	53
	Placement During Temporary Reassignment	53
	Permanent Reassignment	54
	New, Expansion and/or Consolidation of Facilities	54
	Project and Temporary Positions	54
ARTICLE 20	HOLIDAYS	54
20.1	Paid Legal Holidays	54
20.2	Holiday Eligibility and Compensation	54
20.3	Holiday Designation	55
20.4	Personal Holidays	56
ARTICLE 21	VACATION LEAVE	57
21.1	Vacation Leave Accrual	57
	Accumulation	58

21.3	Coordination of Leave	58
21.4	Vacation Leave Availability	59
	Relief Limitations	59
21.6	Vacation Selection	59
21.7	Supplemental Requests	59
	Adequate Leave	59
	Vacation Callback	60
	Vacation Cancellation By Management	60
	Vacation Cancellation By Employee	60
	Additional Approved Vacation Leave	60
	Transfer, Promotion, Demotion	60
	Selection of Paid Leave	60
	Cashout	60
ARTICLE 22	MISCELLANEOUS LEAVE	61
22.1	Court or Administrative Leave	61
22.2	Jury Duty	61
22.3	Military Leave and Notification	61
22.4	Employee Advisory Service	61
22.5	- · ·	61
22.6		62
ARTICLE 23	SICK LEAVE	62
23.1	Sick Leave Accrual	62
23.2	Sick Leave Use	62
23.3	Use of Vacation Leave for Sick Leave Purposes	63
23.4	Restoration of Vacation Leave	63
23.5	Holidays During Sick Leave Periods	63
23.6	Sick Leave Reporting and Verification	63
23.7	Unscheduled Leave Use: References in Performance Evaluation	64
23.8	Unscheduled Leave Abuse: Medical Verification	64
23.9	No Additional Documentation or Justification Required	65
23.10	Leave Request Form After Absence	65
23.11	Sick Leave Annual Cashout	65
23.12	Sick Leave Separation Cashout	65
23.13	Reemployment	65
ARTICLE 24	FAMILY AND MEDICAL LEAVE	66
24.1	Eligibility	66
24.2	Length of Leave	66
24.3	Health Insurance Benefits	66
24.4	Designation and Concurrent Leave	67
24.5		67
24.6	Serious Health Condition Leave	67
24.7	Intermittent Leave	67
24.8	Return to Work	67
24.9	Employee's Notification Requirement	67

ARTICLE 25	SHARED LEAVE	68
25.1	Eligibility to Participate	68
25.2	Eligibility to Receive Shared Leave	68
25.3	Eligibility to Donate Shared Leave	69
25.4	Amount Received	70
25.5	Medical/Military Certificate	70
25.6	Use For Specified Purposes	70
25.7	Receiving Employee's Salary	70
25.8	Exhaustion of Paid Leave	71
25.9	Return of Unused Leave	71
25.10	Voluntary Donation	71
25.11	Records	71
25.12	No Repayment	71
ARTICLE 26	LEAVE WITHOUT PAY	71
26.1	Mandatory Leave Without Pay	71
26.2	Permissive Leave Without Pay	71
26.3	Time Limitations	72
26.4	Returning Employee Rights	72
26.5	Compensable Work-Related Injury of Illness Leave	72
26.6	Childcare and Elder Care Emergencies	73
ARTICLE 27	SEVERE INCLEMENT WEATHER – NATURAL DISASTER LEAVE	73
27.1	Release and/or Reassignment	73
27.2	No Additional Compensation	73
27.3	Grace Period and Leave Usage For Tardiness	73
ARTICLE 28	FITNESS FOR DUTY AND DISABILITY SEPARATION	73
28.1	Disability Separation	73
28.2	Reemployment	74
28.3	Grievance Process	74
ARTICLE 29	PERSONNEL AND WORKING FILES	74
29.1	Personnel File and Working File	74
29.2	Personnel and Working File Material	74
29.3	Information and Access	74
29.4	Disclosure of Personnel File Information	75
ARTICLE 30	PERFORMANCE EVALUATIONS	75
30.1	Objective	75
30.2	Frequency	75
30.3	Process	75
30.4	Documentation and Review	75
30.5	Grievance Rights	76

ARTICLE 31	CLASSIFICATION	<b>76</b>
31.1	Classification Plan Revisions	76
31.2	Position Review	76
31.3	Effect of Reallocation	77
31.4	Salary Impact of Reallocation	77
31.5	No Grievance Procedure	78
ARTICLE 32	COMPENSATION	<b>78</b>
32.1	Pay Range Assignments	78
32.2	"N" Pay Range Assignments	79
32.3	Salary Survey to 25% of Prevailing Rate	79
32.4	Pay for Performing the Duties of a Higher Classification	79
32.5	Establishing Salaries for New Employees and New Classifications	80
	Periodic Increases	80
32.7	Salary Assignment Upon Promotion	81
32.8	Demotion	82
32.9	Transfer	83
32.10	Reassignment	83
32.11	Reversion	83
32.12	Elevation	83
32.13	Part-time Employment	83
32.14	Callback	83
32.15	Shift Premium	84
32.16	Shift Premium for Registered Nurses and Related Classes	85
32.17	Supplemental Shift Premium for Nurses	85
32.18	Standby	85
32.19	Relocation Compensation	86
32.20	Salary Overpayment Recovery	87
32.21	Assignment Pay Provisions	87
32.22	Dependent Care Salary Reduction Plan	87
32.23	Pretax Health Care Premiums	88
32.24	Medical/Dental Expense Account	88
ARTICLE 33	HEALTH CARE BENEFITS	88
ARTICLE 34	SENIORITY	88
34.1	Definition	88
34.2	Ties	89
34.3	Seniority List	89
34.4	Application	89
ARTICLE 35	LAYOFF AND RECALL	89
35.1	Basis for Layoff	89
35.2	Voluntary Layoff, leave of Absence or Reduction in Hours	90
35.3	Non-Permanent and Probationary Employees	90
35.4	Temporary Layoff	90

35.5	Layoff	90
35.6	Layoff Units	90
	Formal Options	91
	Informal Options	92
35.9	•	92
	Salary	92
	Moving Expense	93
	Transition Review Period	93
	Layoff Lists	93
	Recall	93
	General Government Transition Pool Program	93
	Project Employment	94
ARTICLE 36	UNIFORMS, TOOLS AND EQUIPMENT	94
36.1	Required Custody Uniforms	94
36.2		94
36.3	Laundering and Maintenance	95
36.4	Damage or Loss of Required Uniforms	95
36.5	Tools and Equipment	95
ARTICLE 37	LICENSURE AND CERTIFICATION	95
ARTICLE 38	STRIKES AND LOCKOUTS	95
38.1	No Strikes or Lockouts	95
38.2	No Authority to Interrupt Operations	96
ARTICLE 39	VOLUNTEERS AND GUARDIANS	96
39.1	Volunteers and Guardians	96
39.2	Work With Volunteers and Guardians	96
ARTICLE 40	TRAVEL, MEALS AND EXPENSES	96
40.1	Unscheduled Overtime	96
40.2	Swing Shift Holdovers	96
40.3	Interrupted Meals	96
40.4	Meal Tickets	96
40.5	Travel Expenses	96
ARTICLE 41	PARKING	97
ARTICLE 42	PRINTING OF AGREEMENT	97
42.1	Printing and Distribution	97
42.2	Additional Copies	97
ARTICLE 43	SAVINGS CLAUSE	97
43.1	Savings Clause	97
43.2	Re-Opener for SAP HRMS	97

ARTICLE 44	ENTIRE AGREEMENT	98
45.1 45.2 45.3	TERM OF AGREEMENT Duration Opening Period Reopening By Mutual Agreement	98 98 98 98
	APPENDICES	
<b>APPENDIX A</b> Bargaining U	nits Represented by Teamsters Local Union No. 117	A-1
	ON APPENDIX A ule – July 1, 2005	A-2
	ON APPENDIX B ule – July 1, 2006	A-13
	ON APPENDIX C alary Schedule – July 1, 2005	A-24
	ON APPENDIX D alary Schedule – July 1, 2006	A-27
COMPENSATI 2002 State Sa	ON APPENDIX E lary Survey	A-30
COMPENSATI Assignment F	ON APPENDIX F Oay Rates	A-31
COMPENSATI Special Pay R	ON APPENDIX G	A-33

# **PREAMBLE**

Pursuant to the provisions of RCW 41.06 and 41.80, this Agreement is made and entered into by the State of Washington, referred to as the "Employer," and Teamsters Local Union No. 117, affiliated with the International Brotherhood of Teamsters referred to as the "Union".

# ARTICLE 1 NON-DISCRIMINATION

#### 1.1 Policy Statement

Under this Agreement, neither party will discriminate against employees on the basis of age, sex, marital status, veteran status, race, sexual orientation, religious or political affiliation, creed, color, national origin, or any real or perceived sensory, mental or physical disability. Bona fide occupational qualifications based on the above traits do not violate this Section. The parties agree that sexual harassment will not be tolerated within the workplace.

#### 1.2 Review Processes Available to Employees

The Employer and the Union agree it is important that employees who feel they have been the subject of discrimination address these issues and seek resolution. Employees are encouraged to discuss such issues with their supervisor or other management staff, or file a letter of complaint or Internal Discrimination Complaint (IDC) within the agency. In those cases where an employee files a grievance and an IDC regarding the alleged discrimination, the grievance process will be suspended until such time as the IDC investigation has been completed. Other avenues available to employees are through the Human Rights Commission (HRC), or the Equal Employment Opportunity Commission (EEOC). Employees who file an HRC or EEOC complaint will not initiate or pursue grievances over the discrimination allegation(s). If after filing a grievance an employee chooses to file a complaint with the HRC or EEOC, the grievance regarding the alleged discrimination will be considered withdrawn.

#### ARTICLE 2

# Union Recognition, Union Security and Dues Deduction

#### 2.1 Recognition

This Agreement covers the employees in the bargaining units described in Appendix A, entitled "Bargaining Units Represented by the Teamsters Local Union No. 117," but it does not cover any statutorily excluded positions or any positions excluded in Appendix A. Job classifications and/or positions that have been historically included in the bargaining unit, that are created as a result of the expansion of an existing facility which is included within the bargaining unit, will be included in the bargaining unit.

#### 2.2 Union Dues

When an employee provides written authorization to the Employer, the Union has the right to have deducted from the employee's salary, an amount equal to the fees or dues required to be a member of the Union. Union dues payroll deduction authorization cards submitted to the Employer and received by the payroll office by the tenth (10<sup>th</sup>) day of the month will have dues deducted beginning on the 25<sup>th</sup> pay date. Payroll deduction authorization cards submitted to the Employer and

received by the payroll office by the twenty-fifth (25<sup>th</sup>) day of the month will have dues deducted beginning on the 10<sup>th</sup> pay date of the next month.

# 2.3 Union Security

All employees covered by this Agreement, will as a condition of employment, either become and remain members of the Union and pay membership dues or, as non-members, pay a fee as described in Subsections A, B, and C below, no later than the 30<sup>th</sup> day following the effective date of this Agreement or the beginning of their employment.

- A. Employees who choose not to become union members must pay to the Union an agency shop fee equal to the amount required to be a member in good standing of the Union.
- B. An employee who does not join the Union based on bona fide religious tenets, or teachings of a church or religious body of which they are members, will make payments to the Union that are equal to its membership dues, less monthly union insurance premiums, if any. These payments will be used for purposes within the program of the Union that are in harmony with the employee's conscience. Such employees will not be members of the Union, but are entitled to all of the representational rights of union members.
- C. The Union will establish a procedure that any employee who makes a request may pay a representation fee equal to a pro rata share of collective bargaining expenses, rather than the full membership fee.
- D. The Employer will inform new, transferred, promoted, or demoted employees prior to appointment into positions included in the bargaining unit(s) of the Union's exclusive recognition and the union security provision. The Employer will furnish the employees appointed into bargaining unit positions with a dues authorization form.
- E. If an employee fails to meet the conditions outlined above, the Union will notify the Employer and inform the employee that his or her employment may be terminated.

#### 2.4 Dues Cancellation

An employee may cancel his or her payroll deduction of dues by written notice to the Employer and the Union. The cancellation will become effective on a pro rata basis for the first payroll period following the 30-day cancellation period.

#### 2.5 Indemnification

The Employer will be held harmless by the Union and employees for compliance with this Article and any issues related to the deduction of dues and fees. In all such cases, the Employer's reasonable attorney's fees will be paid by the Union.

#### 2.6 Non-Discrimination

There will be no discrimination against any employee because of lawful Union membership activity or status, or non-membership activity or status.

# 2.7 New Employee Orientation

When new employee orientation classes are held, the Union will be allowed thirty (30) minutes of presentation time to speak to the class on matters concerning the rights of employees, responsibilities of the Union, and services available to the membership. The thirty (30) minute presentation will be scheduled as the first order of business of the day on which it is scheduled. The designated Business Representative will be notified of all new employee orientation classes. The notice will be provided no later than fourteen (14) calendar days prior to the presentation date. Within seven (7) calendar days of such notice, the designated Business Representative will notify the local Appointing Authority or designee of the name of the individual(s) who will be responsible for the presentation. In those cases where a new employee orientation class is conducted at an institution, a Business Representative and/or local shop steward will be responsible for the presentation. The shop steward will experience no loss of salary nor will off-shift presentation time be considered as "time worked" for purposes of computing call back or overtime. In those cases where a new employee orientation class is conducted at a site other than an institution, a Business Representative will be responsible for the presentation.

# 2.8 Employee Status Report

- A. On a quarterly basis, the Employer will provide to the Union a list of all employees in the bargaining units. The written list will contain the employee's name, institution/office, home mailing address, classification and seniority date.
- B. On a monthly basis, the Employer will provide to the Union with a list of all employees who have been appointed to, separated from, or promoted out of the bargaining units. The written list will contain the employee's name, institution/office home mailing address, classification, seniority date and effective date of the action.
- C. The Union will maintain the confidentiality of all employee-mailing addresses.

# ARTICLE 3 MANAGEMENT RIGHTS

#### 3.1 Management Rights

It is understood and agreed that the Employer possesses the sole right and authority to operate the institutions/offices and to direct all employees, subject to the provisions of this agreement and federal and state law. These rights include, but are not limited to the right to:

- A. Determine the Employer's mission, strategic plan, policies and procedures;
- B. Determine and control the Employer's budget;
- C. Plan, direct, control, and determine the operations or services to be conducted by employees;
- D. Determine the size, composition, and direct the work force;
- E. Hire, assign, reassign, evaluate, transfer, promote, or retain employees;
- F. Discipline or discharge for just cause;
- G. Effect a layoff;
- H. Make, publish, and enforce reasonable rules and regulations;
- I. Implement new or improved methods, equipment or facilities;
- J. Determine reasonable performance requirements, including quality and quantity of work;
- K. Determine training needs and methods of training, and train employees;
- L. Take any and all actions as may be necessary to carry out the mission of the Department in emergency situations;
- M. Utilize non-permanent and on-call employees;
- N. Schedule days and hours of work and overtime as necessary;
- O. Determine the method, technological means, number of resources and types of personnel by which work is performed by the Department; and
- P. Establish, allocate, reallocate or abolish positions, and determine the skills and abilities necessary to perform the duties of such positions.

The Employer's non-exercise of any right, prerogative or function will not be deemed a waiver of such right or establishment of a practice.

#### 3.2 Union Contract Violations

In the event the Employer suspects a violation of the Collective Bargaining Agreement by any Union representative, the Employer may submit a written request to the Union for a formal review of the matter. The Union will respond in

writing within twenty-one (21) calendar days of receipt of the request outlining the steps they have taken to resolve the concerns of the Employer.

# ARTICLE 4 EMPLOYEE RIGHTS

#### 4.1 Employee Liability

In the event an employee is subject to any legal action arising out of any actions taken or not taken by the employee in the performance of their duties, he or she has the right to request representation and indemnification through his or her agency in accordance with RCW 4.92.060 and 4.92.070 and agency policy.

# 4.2 Outside Employment

Employees may engage in off-duty employment provided that the employee has submitted a written request to the Employer and approval has been granted prior to engaging in such employment. Approval will be granted if the employment does not:

- A. Utilize Employer resources;
- B. Create undue financial obligations for the Employer;
- C. Interfere with proper performance of assigned duties; or
- D. Create a conflict of interest.

# 4.3 Privacy and Off-Duty Conduct

Employees have the right to privacy in their personal life and activities. However, the off-duty activities of an employee may be grounds for disciplinary action if said activities are a conflict of interest as set forth in RCW 42.52 or are detrimental to the employee's work performance or the program of the agency. Employees will be required to report all arrests, criminal citations, and any courtimposed sanctions or conditions that may affect their fitness for duty to their Appointing Authority or designee within twenty-four (24) hours or prior to their scheduled work shift, whichever occurs first.

### 4.4 Personal Property Reimbursement

The Employer agrees to reimburse employees for personal property damaged in the proper performance of their duties in accordance with agency policy. The Employer will process damage claims without undue delay following receipt of the claim from the employee.

# ARTICLE 5 UNION/MANAGEMENT RELATIONS

#### **5.1** Collective Bargaining Obligations

The Employer will satisfy its collective bargaining obligation under law before changing a matter that is a mandatory subject of bargaining.

# **5.2** Labor Management Communication Committee

Labor/Management Communication Committee(s) ("LMCC") will be established at the statewide level and at each local institution. The purpose of the committee is to provide continuing communication between the parties and to promote constructive labor-management relations. The Committee(s) will meet, discuss and exchange information of a group nature and general interest to both parties.

### **5.3** Committee Composition and Participation

LMCCs will consist of up to six (6) agency representatives and up to six (6) DOC employed Union representatives. Additional staff of the Union and the Employer may also attend. The Employer and Union will be responsible for the selection of their own representatives. If agreed to by both parties, additional representatives may be added. All Committee meetings will be scheduled on mutually acceptable dates and times. The Union will provide the Employer with the names of their committee members at least ten (10) calendar days in advance of the date of the meeting in order to facilitate the release of employees. The Employer will release employee representatives to attend committee meetings. Employees attending committee meetings during their work time will have no loss in pay. Attendance at meetings during employees' non-work time will not be compensated for or considered as time worked. The Union is responsible for paying any travel or per diem expenses of employee representatives.

#### 5.4 Scope of Authority

Committee meetings will be used for discussion only, and the committee will have no authority to conduct any negotiations, bargain collectively or modify any provision of this Agreement. Nothing in this Article or any committee's activities will be subject to the grievance procedure in Article 9.

# ARTICLE 6 UNION ACTIVITIES

#### 6.1 Use of State Facilities, Resources and Equipment

#### A. Meeting Space and Facilities

At institutions that have a muster, a Business Representative with one (1) days notice may present information a maximum of once per month for each shift. The presentation will begin five (5) minutes prior to muster and will not exceed ten (10) minutes in length. The Shift Commander reserves the right to terminate the presentation in order to complete the muster in a timely fashion. The Employer's offices and facilities may be used by the Union to hold meetings only with prior written authorization of the Appointing Authority or designee.

### B. Supplies and Equipment

The Union and its membership will not use state-purchased supplies or equipment to conduct union business or representational activities.

# C. E-mail, Fax Machines, the Internet, Intranets, and Telephones

Shop stewards may utilize state owned/operated equipment to communicate with the Union and/or Management for the exclusive purpose of administration of this Agreement. Such use will:

- 1. Result in little or no cost to the State;
- 2. Be brief in duration and frequency;
- 3. Not interfere with the performance of their official duties;
- 4. Not distract from the conduct of State business:
- 5. Not disrupt other State employees and will not obligate other employees to make a personal use of State resources;
- 6. Not compromise the security or integrity of State information or software; and
- 7. Not include the making of long distance telephone calls.

The Union and its shop stewards will not use the above-referenced State equipment for Union organizing, internal Union business, advocating for or against the Union in an election or any other purpose prohibited by the Executive Ethics Board. Communication that occurs over state-owned equipment is the property of the Employer.

#### **6.2** Union Bulletin Boards and Designated Newsstands

In each facility or off-site office, the Employer will continue to provide bulletin board(s) and location(s) for Union-designated newsstand(s) for use by the Union. At the Union's option, the Employer provided bulletin board(s) may be replaced by a locked, covered bulletin board furnished by the Employer. The Union will reimburse the Agency for the cost of the bulletin board. Key access will be provided to the Superintendent. Material posted on bulletin boards or in the Union-designated newsstands will be the responsibility of the Union, will relate only to Union activities or issues, and will be appropriate to the workplace, politically non-partisan, in compliance with state ethics laws, and identified as union literature. No Union materials will be posted on employer property except on the assigned bulletin board space, or in the Union-designated newsstands.

### **6.3** Information Requests

All requests for information from the agency by the Union will be submitted in writing. Requests will clearly identify what information is being sought and include the reason for the request. Requests will not normally extend more than twelve (12) months prior to the date of the request. Only the Secretary-Treasurer or designee from the Union will submit requests for information. Requests will be submitted to the DOC Headquarters Labor Relations Office, unless the context

of the information request relates to a local issue at a single location. When the Union submits a request for information that the Employer believes is unclear or unreasonable, or which requires the creation or compilation of a report, the Employer will contact the Union and the parties will discuss the scope and costs associated with the request and the amount the Union will pay for receipt of the information.

### 6.4 Annual Shop Steward Seminar

The Employer agrees to release six (6) shop stewards from each major facility and three (3) shop stewards from each stand-alone minimum facility for the Union's annual Shop Steward Seminar. The seminar will be conducted on a single day in March of each year, unless mutually agreed otherwise. The Union will give thirty (30) calendar days advance notice of the Shop Steward Seminar to the DOC Headquarters Labor Relations Office. The Employer will approve vacation leave, compensatory time, or leave without pay for shop stewards to attend the seminar and travel to and from the seminar. The shop steward and the Employer will mutually agree to the appropriate amount of travel time.

## 6.5 Employment with the Union

Employees may be released to participate in union project activities of a specified duration upon request of the Secretary-Treasurer or designee, to the appropriate DOC Deputy Secretary. The request will cite the duration of the assignment. No more than one (1) agency employee will be released from any facility/location at any given time. The employee will use vacation leave, compensatory time, or leave without pay for this purpose and will give thirty (30) calendar days advance notice of any scheduled activity request. At the beginning of the project, the employee will surrender all state issued items including his or her badge and uniforms to the Department and complete a "Report of Outside Employment" form.

# ARTICLE 7 REPRESENTATIONAL ACTIVITIES

# 7.1 Shop Steward Representational Activities

Shop stewards will be released during their normal working hours to attend meetings scheduled by Management within the steward's institution/office for the following representational activities:

- A. Grievance meetings, including attempts at informal resolution;
- B. Investigatory interviews in accordance with Article 8, Discipline;
- C. Employee performance evaluation conference(s); and/or
- D. Pre-disciplinary meetings.

Shop stewards will experience no loss of salary for attendance at meetings conducted during their work hours. Attendance at meetings during the shop steward's non-work hours will not be considered as "time worked."

#### 7.2 Authorized Work Time

Unless operating needs exist, shop stewards will be authorized work time during their normal working hours to represent employees as outlined in Article 7.1 provided:

- A. The shop steward promptly notifies his/her supervisor of the need to be present at such meetings and receives approval;
- B. It is for a specified time period; and
- C. The Shop Steward is not working on a specific task that requires immediate attention.

For purposes of this Article, "operating needs" means circumstances where operational concerns of Management outweigh the necessity for immediate representation, such as emergencies, emergency exercises, lock downs, and disturbances. In such instances, every effort will be made to reschedule the meeting so that a shop steward may attend the meeting during the shop steward's normal working hours. If the amount of time a shop steward spends performing representational responsibilities is affecting his or her ability to accomplish assigned duties, the Employer will notify the Union and the Union will take action to resolve the problem.

#### 7.3 Identification of Business Representatives

Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the DOC Headquarters Labor Relations Office with a written list of current full-time and part-time Business Representatives and the institution(s)/office(s) for which they are responsible. All Business Representatives will have background checks and fingerprint checks completed prior to being provided access. The Union will notify DOC Headquarters Labor Relations Office of any and all changes of Business Representatives within ten (10) calendar days of the change.

## 7.4 Identification of Shop Stewards

Within thirty (30) calendar days from the effective date of this Agreement, the Union will provide the local institution Human Resources Office with a written list of current shop stewards. The Union will notify the local institution Human Resources Office of any and all changes of shop stewards within ten (10) calendar days of the change. The Employer will not recognize an employee as a shop steward if his or her name does not appear on the list.

### 7.5 Meeting Notices

A copy of meeting notices for grievance meetings and pre-disciplinary meetings will be forwarded to the Union Headquarters office.

# 7.6 Steward's Badge

Shop stewards will be allowed to wear an identifying steward's badge, provided by the Union, at all times while on the Employer's premises.

# 7.7 Access Privileges

Except in an emergency, Business Representatives will be entitled to unescorted access to the institutions/offices, following completion of a DOC institution specific security orientation under the following conditions:

- A. Upon entering the institution/office, the Business Representative will notify the Superintendent or designees of areas being visited;
- B. Advance approval must be obtained from the Superintendent or designee to visit control booths, towers, segregation, intensive management and mental health units;
- C. Business Representatives may meet and greet employees who are working but will not engage in prolonged discussions, distribute materials, or remove employees from their post; and
- D. Visits to institutions/offices by representatives of the International Union, or other Union officials may be allowed after discussion of the request between the Secretary-Treasurer and the OCO Deputy Secretary or designee.

A Business Representative may meet with bargaining unit employees in non-work areas during their meal periods, rest periods, and before and after their shifts. The Union agrees to remain cognizant of the needs of the institution at all times. All activities will be conducted in accordance with the security requirements of the institution.

# ARTICLE 8 DISCIPLINE

#### 8.1 Just Cause

The Employer will not discipline any permanent employee without just cause.

#### **8.2** Forms of Discipline

Discipline includes oral and written reprimands, reductions in pay, suspensions, demotions and discharges.

### **8.3** Investigation Process

All agency policies regarding investigatory procedures related to alleged staff misconduct are superseded. The employee conduct report (ECR) process will no longer be utilized. The Employer has the authority to determine the method of conducting investigations, subject to the just cause standard. Investigations will be completed in a timely manner.

### 8.4 Work Assignment

An employee accused of misconduct will not be removed from his/her existing work assignment unless there is a safety/security concern, including security issues due to any allegation that involves a conflict between staff.

#### 8.5 Home Assignment

Any employee assigned to home as a result of a disciplinary investigation, and who would otherwise be available to work, will be placed and maintained on paid leave for the duration of the home assignment.

# **8.6** Notification of Charges

Prior to imposing discipline, except oral or written reprimands, the Employer will inform the employee of the reasons for the contemplated discipline and an explanation of the evidence. Upon request, an employee may also have a union representative at a pre-disciplinary meeting, if held. The employee will be provided an opportunity to respond either at a meeting scheduled by the Employer, or in writing if the employee prefers.

#### 8.7 Interview

Upon request, an employee has the right to a union representative at an investigatory interview called by the Employer, if the employee reasonably believes discipline could result. If the requested representative is not reasonably available, the employee will select another representative who is available. Employees seeking representation are responsible for contacting their representative. The role of the representative is to provide assistance and counsel to the employee. The exercise of rights in this Article must not interfere with the Employer's right to conduct the investigation.

#### 8.8 Grievance Processing

Disciplinary action is subject to the grievance procedure set forth in Section 9.2. Grievances relating to oral and written reprimands may be processed only through the Grievance Resolution Panel of the grievance procedure set forth in Section 9.3 and are not subject to arbitration.

# ARTICLE 9 GRIEVANCE PROCEDURE

# 9.1 Terms and Requirements

# A. <u>Grievance Definition</u>

A grievance is an alleged violation of this collective bargaining agreement.

## B. <u>Filing A Grievance</u>

The Union may file grievances on behalf of an employee or on behalf of a group of employees. Whenever possible, disputes should be resolved informally, at the lowest level. To that end, all supervisors and employees are encouraged to engage in free and open discussions about disputes.

### C. Computation of Time

The time limits in this Article must be strictly adhered to unless mutually modified in writing. Days are calendar days, and will be counted by excluding the first day and including the last day of timelines. When the last day falls on a Saturday, Sunday or holiday, the last day will be the next day which is not a Saturday, Sunday or holiday. Transmittal of grievances, appeals and responses will be in writing. Service on the parties is complete when personal service has been accomplished; or upon receipt by facsimile or by the postmarked date if sent by certified mail.

#### D. Failure To Meet Timelines

Failure by the Union to comply with the timelines will result in the automatic withdrawal of the grievance. Failure by the Employer to comply with the timelines will entitle the Union to move the grievance to the next step of the procedure.

#### E. Contents

- 1. <u>Disciplinary and Disability Separation (Non-Panel) Grievances:</u> For grievances challenging disability separations or disciplinary actions other than oral and written reprimands, the written grievance must include the following:
  - a. A statement of the pertinent facts surrounding the grievance;
  - b. The date upon which the employee received notification of the action taken:
  - c. A copy of the written notice of the action being grieved;
  - d. The requested remedy;

- e. The name of the business representative or shop steward representing the grievant; and
- f. Signature of the affected employee, the business representative or shop steward. The affected employee must sign the grievance prior to or at the Step 1 hearing.

# 2. <u>Non-Disciplinary and Non-Disability Separation (Panel)</u> Grievances:

For all grievances except those described in Subsection 9.1 E.1. above, the written grievance must include the following information:

- a. A statement of the pertinent facts surrounding the grievance;
- b. The date upon which the incident occurred;
- c. The steps taken to informally resolve the grievance, the individuals involved in the attempted resolution, and the results of such discussion;
- d. The requested remedy;
- e. Name of the business representative or shop steward representing the grievant;
- f. A specific description of how each cited alleged violation has occurred; and
- g. Signature of the affected employee(s), the business representative or shop steward. The affected employee(s) must sign the grievance prior to or at the Step 1 hearing.

#### F. Requests for Clarification

The Employer will not be required to process a grievance until the information required by Subsection 9.1E. is provided. Grievances which do not meet the above conditions, or are otherwise unclear, will be identified by the Employer and referred back to the Union for clarification. Clarification will be provided, in writing, within five (5) calendar days of receipt of the request for clarification.

#### G. Modifications

Alleged violations and/or the requested remedy may be modified only by written mutual agreement of the parties.

#### H. Resolution

If the Employer provides the requested remedy or a mutually agreed-upon alternative, the grievance will be considered resolved and may not be moved to the next step.

#### I. Withdrawal

A grievance may be withdrawn at any time.

### J. Resubmission

If terminated, resolved or withdrawn, a grievance cannot be resubmitted.

# K. Group Grievances

No more than three (3) grievants will be permitted to attend a single grievance meeting.

### L. Consolidation

Either party may consolidate grievances arising out of the same set of facts.

## M. Bypass

Any of the steps in this grievance procedure may be bypassed with mutual written consent of the parties involved at the time the bypass is sought.

# **9.2 Disciplinary and Disability Separation (Non-Panel) Grievance Processing** Grievances appealing an employee's disability separation or disciplinary action, other than oral and written reprimands will be processed as follows:

#### A. Filing

A grievance must be filed within twenty-one (21) days after the date the employee receives written notice of his or her disciplinary action or disability separation.

# B. <u>Processing</u>

Step 1 – Grievance Filing and Initial Review. The Union may present a written grievance to the DOC Headquarters Labor Relations Office within the twenty-one (21) day period described above. The agency head or designee will meet with a business representative and/or shop steward and the grievant within twenty-one (21) days of receipt of the grievance, and will respond in writing to the Union within twenty-one (21) days after the meeting.

<u>Step 2 – Demand for Arbitration.</u> If the grievance is not resolved at Step 1, the Union may file a demand for arbitration (with a copy of the grievance and response attached). It will be filed upon the Director of the OFM Labor Relations Office (OFM/LRO) and the DOC Headquarters Labor Relations Office within fourteen (14) days of receipt of the Step 1

decision. Within fourteen (14) days of the receipt of the arbitration demand, the OFM/LRO will either:

1. Schedule a pre-arbitration review meeting with the OFM/LRO Director or designee, an agency representative, and the Union's business representative to review and attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review, the Union may file a demand to arbitrate the dispute with the Federal Mediation and Conciliation Service ("FMCS") within fourteen (14) days of the meeting.

OR

2. Notify the Union in writing that no pre-arbitration review meeting will be scheduled. Within fourteen (14) days of this notice, the Union may file a demand to arbitrate the dispute with the FMCS.

# 9.3 Non-Disciplinary, Non-Disability Separation Grievance Processing

All grievances other than disability separations or disciplinary action described in Section 9.2 above, will be processed as follows:

# A. Filing

A grievance must be filed within twenty-one (21) days after the date the alleged violation occurred, or the date the grievant became or should have become aware of the issue giving rise to the grievance. The employee or representative will utilize this twenty-one (21) day period for attempting to informally bring about settlement. Attempts at informal resolution will at a minimum include discussions with a manager who has the authority to resolve the issue. The employee or representative will indicate that the discussion relates to an issue of a potential grievance.

#### B. Processing

Step 1 – Grievance Filing And Initial Review. If an issue is not resolved informally, the Union may present the grievance, in writing, to the local Human Resources Office within the twenty-one (21) day period described above. During those hours when the local Human Resource office is closed, grievances may be placed in a designated drop box. In such cases, the grievance should be placed in an envelope and must be dated and signed by the highest level authority on site. The timeframes for hearing the grievance at Step 1 will begin on the first day the Human Resources Office is open. The appointing authority or designee will meet with a business representative and/or shop steward and the grievant within twenty-one (21) days of receipt of the grievance, and will respond in writing to the Union within (14) days after the meeting.

<u>Step 2 — Grievance Resolution Panel.</u> Within fourteen (14) days of receiving the Step 1 decision, the Union may move the grievance to the Grievance Resolution Panel referenced in Article 10 ("Panel"). The request will be sent to DOC Headquarters Labor Relations Office and must include:

- 1. A copy of the grievance;
- 2. A copy of the Step 1 response; and
- 3. The reason(s) the Step 1 response is unacceptable.

Any majority decision rendered by the Grievance Resolution Panel is final and binding on all parties to the case. If the panel is unable to reach a joint decision on the grievance, except those related to oral and written reprimands, the Union may file a demand to arbitrate the dispute.

<u>Step 3 – Demand for Arbitration</u>. If the grievance is not resolved at Step 2, the Union may file a demand for arbitration (with a copy of the grievance and response attached). It will be filed upon the Director of the OFM Labor Relations Office (OFM/LRO) and the DOC Headquarters Labor Relations Office within fourteen (14) days of Grievance Resolution Panel hearing. Within fourteen (14) days of the receipt of the arbitration demand, the OFM/LRO will either:

1. Schedule a pre-arbitration review meeting with the OFM/LRO Director or designee, an agency representative, and the Union's business representative to review and attempt to settle the dispute. If the matter is not resolved in this pre-arbitration review, the Union may file a demand to arbitrate the dispute with the Federal Mediation and Conciliation Service ("FMCS") within fourteen (14) days of the meeting.

OR

2. Notify the Union in writing that no pre-arbitration review meeting will be scheduled. Within fourteen (14) days of this notice, the Union may file a demand to arbitrate the dispute with the FMCS.

#### 9.4 Arbitrator Selection

The parties will select an arbitrator by mutual agreement or by alternately striking names supplied by the FMCS unless they otherwise agree in writing.

# 9.5 Authority of the Arbitrator

The arbitrator will have the authority to interpret the provisions of this Agreement to the extent necessary to render a decision on the case being heard. The arbitrator will have no authority to add to, subtract from, or modify any of the provisions of this agreement, nor will the Arbitrator make any decision that would result in a violation of this Agreement. The arbitrator will be limited in his or her

decision to the grievance issue(s) set forth in the original grievance unless the parties agree to modify it. The Arbitrator will not have the authority to make any award that provides an employee with compensation greater than would have resulted had there been no violation of the Agreement. The arbitrator will hear arguments on and decide issues of arbitrability before the first day of arbitration at a time convenient for the parties, immediately prior to hearing the case on its merits or as part of the entire hearing and decision-making process. If the issue of arbitrability is argued prior to the first day of arbitration it may be argued in writing or by telephone, at the discretion of the arbitrator. Although the decision may be made orally, it will be put in writing and provided to the parties. The decision of the Arbitrator will be final and binding upon the Union, the Employer and the grievant.

#### 9.6 Arbitration Costs

The expenses and fees of the arbitrator, and the cost (if any) of the hearing room will be shared equally by the parties. If the arbitration hearing is postponed or cancelled because of one party, that party will bear the cost of the postponement or cancellation. The costs of any mutually agreed upon postponements or cancellations will be shared equally by the parties. If either party desires a record of the arbitration, a court reporter may be used. If that party purchases a transcript, a copy will be provided to the arbitrator free of charge. If the other party desires a copy of the transcript, it will pay for half of the costs of the court reporting fee, the original transcript and the arbitrator's copy. Each party is responsible for the costs of its representatives and witnesses. Grievants and their witnesses will not be paid for preparation for, travel to or from, or participation in arbitration hearings, but may use leave for such activities.

# 9.7 Scheduling and Leave Time

#### A. Step One Grievance Meetings

The Employer has discretion in scheduling Step 1 grievance meetings, provided that seventy-two (72) hours' notice will be provided to the grievant and his/her representative prior to the date and time of the meeting. Every effort will be made to schedule the meeting during the grievant's normal working hours. Grievance meetings held during off-duty hours of the grievant and/or representative will not be compensated.

#### B. Grievance Resolution Panel Meetings and Arbitrations

The Employer will approve vacation leave, compensatory time, or leave without pay for a shop steward or a grievant or a contact/spokesperson, in cases where there is more than one (1) grievant, to attend the Grievance Resolution Panel hearing and arbitration.

# C. Attendance at Meetings/Hearings

Unless there is an emergent reason, failure by the Union or the grievant to attend and participate in a scheduled grievance meeting will constitute waiver of the grievance.

# ARTICLE 10 GRIEVANCE RESOLUTION PANEL

#### 10.1 Authority of the Panel

The Employer and the Union will continue to maintain a permanent committee for the resolution of grievances, referred to as the Grievance Resolution Panel ("the Panel"). The Panel will have the authority to interpret the provisions of this agreement, only to the extent that the interpretation is necessary to render a decision on the case being heard. The Panel will not have the authority to contradict, add to, subtract from, or otherwise modify the terms and conditions of this agreement.

## 10.2 Panel Membership

The Panel will consist of three (3) Employer Panel members appointed by the Employer, and three (3) Union Panel members appointed by the Union. If the case involves an institution or facility that a business representative has been appointed to represent, or at which a shop steward is employed, the representative may not serve as a Panel member during the hearing of that case. If the case involves an institution or facility where an Employer representative is employed/located, the Employer representative may not serve as a Panel member during the hearing of the case.

# **10.3** Panel Chairpersons

The Employer will select one (1) of its members to act as Panel Co-Chairperson, and the Union will select one (1) of its members to act as Panel Co-Chairperson.

#### 10.4 Agenda and Decisions

The Employer Co-Chairperson will function as the Panel Secretary. The Panel Secretary or designee will prepare and distribute the agenda and decisions for each meeting and will keep the records of the Panel. The Panel Secretary will be assisted by a support employee to be provided by the Employer.

#### 10.5 Panel Meetings

The meetings of the Panel will be held at least two (2) days monthly and with sufficient frequency to allow for prompt resolution of the grievance caseload. The dates, times, and locations of Panel meetings will be determined by agreement of the Co-Chairpersons. Panel meetings will commence at 8:30 a.m., and no case will commence after 5:00 p.m., unless the Co-chairpersons agree to do otherwise.

### **10.6** Case Postponement

Both parties have the right to postpone a case one (1) time. Notification of a postponement must be provided to the other party and the Co-Chairpersons seven (7) calendar days in advance of the hearing. Additional postponements will be permitted only by agreement of both parties.

#### 10.7 Representation at Panel

Business representatives, shop stewards and representatives of the Employer may present cases before the Panel. Attorneys will not present cases before the Panel.

#### 10.8 Observers

Non-participants are permitted to observe hearings. Either Co-Chairperson will have the right to exclude non-participants from the hearing room when necessary to protect the integrity of the grievance procedure or the sensitivity of the issue being grieved.

# 10.9 Procedural Objections

Either party may raise a procedural objection(s). Objections must be filed in writing and submitted to DOC Labor Relations Office, the Union's Headquarters Office, and the Local Human Resources Office within seven (7) calendar days from notification of a Panel hearing being requested. The non-moving party may file a written response to the objection. The written response must be filed within seven (7) calendar days of receipt of the written objection and will be submitted to DOC Headquarters Labor Relations Office and the Union. An administrative review on the procedural objections filed will occur during an Executive Session at the next scheduled Panel hearing. Both parties will be notified of the Panel's decision. If the Panel:

- A. Is able to reach a decision on the objection, the business representative and the Grievant will be notified of the decision. The decision will be considered final and binding on the parties.
- B. Is unable to reach a decision on the objection, the Panel may choose to hear the grievance on its merits. If the Panel chooses to hear the grievance, this does not preclude either party from raising the objection at further steps of the grievance procedure. The grievance will be heard at the next regularly scheduled Panel hearing.

#### 10.10 Case Presentation

Representatives may make opening statements, present evidence supporting specific alleged violations, and present a closing argument. Eight (8) copies of all written material and exhibits to be presented to the Panel must be provided to the Panel and the other party. The Union, as the moving party, will present their case first. Presentations by the parties will not exceed fifteen (15) minutes each and will be limited to those issues raised in the written grievance. Panel members may ask questions of either party.

#### 10.11 Executive Session and Decision

After completion of case presentation, Panel members will go into executive session. Only Panel members may be present during such sessions, and only the Panel members may participate in the deliberation. Panel members may take a caucus and consult with participants and representatives at any time. During executive session, Panel members will discuss the case and render a decision. If

the Panel determines that further information is necessary in order to render a decision, the hearing will be reconvened. After a decision has been reached, all interested parties will be called into the hearing room and advised of the decision. Any decision rendered by the Panel is final and binding on all parties to the case.

#### **10.12 Additional Rules**

Any additional procedural rules may be established by mutual agreement of the Panel Co-Chairs.

# ARTICLE 11 BARGAINING AGREEMENT TRAINING

# 11.1 Purpose

It is to the benefit of the Parties that those local representatives of both the Employer and the Union responsible for the day-to-day administration of this Agreement have a common understanding from which to begin its administration.

# 11.2 Training Responsibilities

Within ninety (90) calendar days of the date that the agreement is signed, the Employer and the Union will initiate a bargaining agreement training program. The Union will ensure that training is provided to current Shop Stewards, and the Employer will ensure that training is provided to managers and supervisory staff.

#### 11.3 Shop Steward Training

To accomplish the foregoing, the Union will present the trainings to current Shop Stewards at all institutions. The Employer agrees to release all Shop Stewards in order for them to attend training. At each institution, one (1) training will be scheduled on each shift to last no longer than two (2) hours. This training will be considered time worked for those Shop Stewards who are on duty. Shop Stewards who voluntarily attend training during off-duty hours will not be compensated. The Union will give fourteen (14) calendar days advance notice of the trainings to the Department of Corrections Labor Relations Office, and the trainings will be scheduled at a mutually agreeable time.

# ARTICLE 12 PERFORMANCE AND CAREER DEVELOPMENT

#### **12.1** Education and Training

The Employer and the Union recognize the value and benefit of education and training designed to enhance employees' ability to perform their job duties and to prepare themselves for promotional opportunities. Training and employee development opportunities will be provided to employees in accordance with agency policies, as available and within budgetary constraints. If a training or employee development opportunity is denied, upon request of the affected employee, Management will provide a reason for the denial to the affected employee.

#### 12.2 Performance System Strategic Plan

The Agency will develop and maintain a Performance System Strategic Plan which outlines organizational/staff development and performance improvement efforts at all levels of the Agency. It is recognized that employees must have the opportunity to contribute to the development of the final plan. The Agency will provide the Union the opportunity to consider and comment on the plan prior to completion by submitting a copy of the plan to the Union. At the Union's request, the Agency will discuss the plan with them.

#### 12.3 Education, Training and Tuition Reimbursement

Employees are encouraged to further their personal and development goals through job-related and educational courses. Each institution will make available to employees training course announcements that have been provided to the institution. The agency agrees to provide tuition reimbursement in accordance with agency policy to employees for successful completion of job-related and approved educational courses. The agency agrees to provide reimbursement to employees for continuing education credits for successful completion of approved courses necessary to maintain required licenses or certifications.

### 12.4 Orientation and In-Service Training

The agency agrees to provide orientation and in-service training, as well as professional development opportunities to employees in accordance with agency policies.

# 12.5 Specialized Training

The agency agrees to provide state-wide minimum standards of training for specialized assignments or required duties, such as Emergency Response Team, Special Emergency Response Team, and other posts, where use of weapons, use of physical force or breathing apparatus are required.

#### 12.6 Firearms Qualification

Employees who are not provided an opportunity to qualify in firearms, will not be permanently reassigned to another post or position.

### 12.7 Self-Defense Training

Upon request, non-custody employees will be provided an opportunity to be trained in self-defense.

#### 12.8 Policies Access

Each institution/office will have available to employees during each shift access to current agency policy directives and institution field instructions pertinent to that institution.

# ARTICLE 13 SAFETY

### 13.1 Safety Standards and Principles

The Employer and the Union agree that the nature of work performed in correctional facilities by employees is recognized as potentially hazardous. Therefore, the Union and the Employer will cooperate in the endeavor to maintain a safe, healthy, and drug and alcohol free work environment. The Employer agrees that no employee should work or be directed to work in a manner or condition that does not comply with accepted safety practices or standards as established by the Agency's Safety and Health Program, Department of Labor and Industries, State of Washington, and other applicable regulatory requirements.

#### 13.2 Employer Responsibilities

Recognizing the inherent risk(s) in a correctional setting, the Employer is obligated to provide a safe workplace and to educate employees on proper safety procedures and use of protective and safety equipment. The Employer is committed to responding to legitimate safety concerns raised by employees. The Employer will comply with federal and state safety standards, including requirements relating to first aid training, first aid equipment and the use of protective devices and equipment.

#### 13.3 Employee Responsibilities

Employees are obligated to work in a safe manner, including but not limited to:

- A. Observation of safe practices governing their work;
- B. Use of proper safety devices and protective equipment as required by the Employer;
- C. Proper care for state-issued personal protective equipment; and,
- D. Prompt reporting to their immediate supervisor of any occupational injury or illness, regardless of the degree of severity.

#### **13.4** Transportation of Inmates

The Employer agrees to provide sufficient staff for the transportation of inmates as required by agency policy.

# **13.5** Computer Terminals/Monitors

A. Employees required to operate computer terminals/monitors will operate all equipment in keeping with the recommendations of the manufacturer and published guidelines adopted by the agency. Employees may request the Occupational Nurse Consultant/designee and/or Information Technology staff to evaluate their work station for the purposes of:

- 1. Adjusting for image quality;
- 2. Ergonomic adjustments that enhance comfort and efficiency; and
- 3. Safety and health practices in the use of the equipment.
- B. Subject to available funding, and based on an evaluation completed by the Occupational Nurse Consultant/designee, employees required to operate computer terminals/monitors the equivalent of twenty (20) hours per week will be provided and will utilize the following equipment:
  - 1. Chairs with adjustable back rests and seats;
  - 2. Wrist rests; and
  - 3. Adjustable screen hoods when needed.

#### 13.6 Precaution and Prevention

Except as provided by Washington Administrative Code, all employees will take necessary action through the proper use of personal protective equipment provided and mandated by the agency to prevent the spread of communicable, environmental and infectious diseases. Employees who are or could potentially be exposed to the body fluids of others will have access at all times to disposable mouth coverings and gloves.

# 13.7 Posting of Safety Information

The Employer will comply with state and federal requirements regarding the posting of safety-related information. The name and phone number of the Regional Safety Manager and institution Safety Officer/Representative will be posted on all institution safety bulletin board(s). State safety regulation(s) will be maintained by the institution safety officer/representative and will be available upon request.

#### 13.8 Safety Committees

A local institution safety committee will be maintained and will operate at each institution in accordance with Department policy and applicable Washington Administrative Codes.

#### 13.9 Safety Committee Meetings

Safety committee meetings will be held at least quarterly. The committee will be responsible for determining the date, hour, location, and frequency of the meetings. Notices of local meetings will be posted on designated institution safety bulletin board(s), and a copy will be sent to the Union. Safety committee members will not lose pay or related benefits as a result of their attendance at safety committee meetings.

#### 13.10 Safety Committee Responsibilities

The safety committee will:

A. Review safety and health inspection reports;

- B. Identify unsafe conditions or practices and assist in correction of identified unsafe conditions or practices;
- C. Evaluate accident investigations to determine if the cause of the unsafe condition involved was properly identified and corrected;
- D. Evaluate the accident and illness prevention program and discuss recommendations for improvement where indicated; and
- E. Evaluate the availability and condition of protective clothing/equipment, and evaluate the development of new protective clothing/equipment.

Committee recommendations will be forwarded to the Superintendent for review and action, as necessary. The Superintendent will report such action/information to the Safety Committee as soon as possible.

# **13.11** Safety Committee Meeting Minutes

Minutes of safety committee meetings will be taken and kept on file at the local institution and Department of Corrections' headquarters safety office. The minutes will be posted on the designated institution safety bulletin board(s). Minutes will be reviewed by the committee for any corrections and final adoption at the next Safety Committee Meeting. A copy of the minutes will be sent to the Union.

# ARTICLE 14 DRUG AND ALCOHOL FREE WORKPLACE

#### 14.1 Drug and Alcohol Free Workplace

All employees must report to work in a condition fit to perform their assigned duties unimpaired by alcohol or drugs.

#### 14.2 Possession of Alcohol and Illegal Drugs

Employees may not use or possess alcohol in state vehicles, on agency premises or other governmental or private worksites where employees are assigned to conduct official state business except when the premises are considered residences. The unlawful use, possession, delivery, dispensation, distribution, manufacture or sale of drugs in state vehicles, on agency premises, or on official business is prohibited.

### 14.3 Prescription and Over-the-Counter Medications

Employees taking physician-prescribed or over-the-counter medications, if there is a substantial likelihood that such medication will affect job safety, must notify their supervisor or other designated official of the fact that they are taking a medication and the side effects of medication.

## 14.4 Drug and Alcohol Testing

## A. DOT Testing

Employees required to have a Commercial Driver's License (CDL) are subject to drug and alcohol testing in accordance with the U.S. Department of Transportation rules or the Federal Omnibus Transportation Employee Testing Act of 1991. The testing will be conducted in accordance with agency policy, and subject to the provisions of this Article.

#### B. All Other Testing

All prospective and current employees will comply with agency policy regarding pre-employment, post-accident, post-shooting, and reasonable suspicion testing.

## 14.5 Voluntary Request for Assistance

A. An employee who requests assistance for a drug or alcohol problem will be afforded an opportunity to seek assistance from the Employee Advisory Service. If the assistance is requested prior to the employee providing a sample pursuant to testing, the employee will not be subject to discharge, unless other circumstances warrant such action.

#### B. Assessment and Treatment

The employee will be relieved from duty and placed on sick leave, vacation leave, or leave without pay pending completion of any initial chemical dependency assessment and successful completion of any inpatient chemical dependency rehabilitation program certified by the Division of Alcohol and Substance Abuse (DASA). If the assessment results in a recommendation for an out-patient treatment program, the employee will enter a return to work agreement before being allowed to return to work. An employee will be discharged if he or she refuses to participate in or successfully complete any DASA certified program.

#### C. Return to Work

Upon return to work after entering an out-patient program or successfully completing an in-patient rehabilitation program, the employee will be subject to random testing for a period of one (1) year. If the employee tests positive for drugs/alcohol during this period he or she will be discharged.

## D. Release of Information

Employees participating in such treatment will agree to provide the Employer with a release of medical information sufficient to ensure the employee's compliance with the requirements of the rehabilitation program.

## 14.6 Reasonable Suspicion Testing

#### A. Standards

Reasonable suspicion testing for alcohol or controlled substances may be directed by the Employer for any employee when there is reason to suspect that alcohol or controlled substance usage may be adversely affecting the employee's job performance or that the employee may present a danger to the physical safety of the employee or another.

## B. Specific Objective Grounds

Specific objective grounds must be stated in writing that support the reasonable suspicion. Examples of specific objective grounds may include but are not limited to:

- 1. Physical symptoms consistent with controlled substance and/or alcohol use;
- 2. Evidence or observation of controlled substance or alcohol use, possession, sale, or delivery; or
- 3. The occurrence of an accident(s) where a trained manager or supervisor suspects controlled substance/alcohol use may have been a factor.

## C. Referral

Referral for testing will be made on the basis of specific objective grounds documented by a manager or supervisor who has completed the training on detecting the signs/symptoms of being affected by controlled substances/alcohol. The Appointing Authority or designee must approve the testing.

#### D. Testing

When reasonable suspicion exists, employees must submit to alcohol and/or controlled substance testing when required by the Employer. A refusal to test is considered the same as a positive test. When an employee is referred for testing, he or she will be removed immediately from duty and transported to the collections site. The cost of reasonable suspicion testing, including the employee's salary will be paid by the Employer.

#### E. Testing Procedures

Testing will be conducted by an outside, certified agency in such a way to ensure maximum accuracy and reliability by using the techniques, chain of custody procedures, equipment and laboratory facilities which have been approved by the U.S. Department of Health and Human Services. All employees notified of a positive controlled substance or alcohol test result may request an independent test of their split sample at the employee's

expense. If the test result is negative the Employer will reimburse the employee for the cost of the split sample test.

#### F. Positive Test Result

A positive test result will be defined as any result regarded as positive under Department of Transportation standards. Except as provided in Section 14.5, an employee who has a positive alcohol test and/or a positive controlled substance test may be subject to disciplinary action, up to and including discharge.

#### 14.7 Training

Training will be made available to all managers and supervisors. The training will include: the elements of the Employer's Drug and Alcohol Free Workplace Program; the effects of drugs and alcohol in the workplace; behavioral symptoms of being affected by controlled substances and/or alcohol; and rehabilitation services available.

# ARTICLE 15 HIRING AND APPOINTMENTS

- 15.1 The Employer will determine when a position will be filled, the type of appointment to be used when filling the position, and the skills and abilities necessary to perform the duties of the specific position within a job classification that is being filled. Only those candidates who have the position-specific skills and abilities required to perform the duties of the vacant position will be referred for further consideration by the employing agency.
  - A. An agency's internal layoff list will consist of employees who have elected to place their name on the layoff list through Article 35, Layoff and Recall of this Agreement and are confined to each individual agency.
  - B. The statewide layoff list will consist of employees who have elected to place their name on the statewide layoff list in accordance with WAC 357-46-080.
  - C. A promotional candidate is defined as an employee who has completed the probationary period within a permanent appointment and has attained permanent status within the agency.
  - D. A transfer candidate is defined as an employee in permanent status in the same classification as the vacancy within the agency.
  - E. A voluntary demotion candidate is defined as an employee in permanent status moving to a class in a lower salary range maximum, within the agency.

## 15.2 Filling Positions

When filling a vacant position with a permanent appointment, candidates will be certified for further consideration in the following manner:

- A. The most senior candidate on the agency's internal layoff list with the required skills and abilities who has indicated an appropriate geographic availability will be appointed to the position.
- B. If there are no names on the internal layoff list, the agency will certify up to twenty (20) candidates for further consideration. Up to seventy-five percent (75%) of those candidates will be statewide layoff, agency promotional, internal transfers, and agency voluntary demotion. All candidates certified must have the position specific skills and abilities to perform the duties of the position to be filled. If there is a tie for the last position on the certification for either promotional or other candidates, the agency may consider up to ten (10) additional tied candidates. The agency may supplement the certification with additional tied candidates and replace other candidates who waive consideration with like candidates from the original pool.
- C. Employees in the General Government Transition Pool Program who have the skills and abilities to perform the duties of the vacant position may be considered along with all other candidates who have the skills and abilities to perform the duties of the position.
- D. If the certified candidate pool does not contain at least three (3) affirmative action candidates, the agency may add up to three (3) affirmative action candidates to the names certified for the position.
- E. When recruiting for multiple positions, the agency may add an additional five (5) agency candidates and five (5) other candidates to the certified list for each additional position.

#### 15.3 Inter-Institutional Transfers

#### A. Transfer/Voluntary Demotion Requests

Employees who have gained permanent status within their current job classifications may request a transfer or voluntary demotion to another institution/regional office by submitting a transfer/voluntary demotion application for action to Local Human Resources office of the gaining institution/regional office. Request for transfer must be within the employee's current classification. Requests for demotion must be to a classification in which the employee previously held permanent status. These requests will remain active for six (6) months.

## B. Criteria for Approval

If there is a position available after consideration of bids, employees requesting a transfer or voluntary demotion will be provided the opportunity for an interview if they meet the following criteria:

- 1. The employee has demonstrated the skills, aptitude, and overall suitability for such work; and
- 2. There are no disciplinary action(s) within the last year in the personnel file; and
- 3. There is no pending disciplinary action, involving reductions-inpay, demotions, or suspensions.

Employees, who are interviewed but not offered a position, may within seven (7) calendar days from the date of notification of non-selection, request from the Appointing Authority the reason(s) for not receiving the transfer. When requested by the employee, the reason(s) will be provided in writing by the Appointing Authority or designee.

#### **15.4** Abolishing or Relocating Positions

The Employer agrees to notify the Union in writing of their intent to abolish funded positions, hold vacant a position for thirty (30) calendar days or more, or relocate funded positions to another institution/regional office.

#### 15.5 Permanent Status

An employee will attain permanent status in a job classification upon his or her successful completion of a probationary, trial service, or transition review period.

## 15.6 Types of Appointment

#### A. Non-Permanent Appointments

The Employer may make non-permanent appointments to fill in for the absence of a permanent employee, during a workload peak, while recruitment is being conducted, or to reduce the possible effects of layoff. Non-permanent appointments will not exceed twelve (12) months except when filling in for the absence of a permanent employee. A non-permanent appointee must have the skills and abilities required for the position. When the Employer converts a non-permanent appointment to a permanent appointment, the employee will serve a probationary or trial service period.

#### 1. Non-Permanent Appointments within the Agency

Permanent employees within an institution/regional office will be considered for non-permanent appointments within the same institution/regional office prior to on-call employees or to other non-permanent employees. A permanent employee that accepts a

non-permanent appointment within the Agency will have the right to return to their bid position at the completion of the nonpermanent appointment; provided, that the employee has not left their original non-permanent appointment.

## 2. Non-Permanent Appointments outside the Agency

An employee with permanent status may accept a non-permanent appointment to another State agency. At least fourteen (14) calendar days prior to accepting the appointment, the employee must notify his or her current appointing authority of the intent to accept a non-permanent appointment. Upon notification of the employee's intent, the employee's current appointing authority will notify the employee, in writing, of any return rights to the institution/regional office and the duration of those return rights. At a minimum, the agency must provide the employee access to the agency's internal layoff list.

## 3. <u>Termination of Non-Permanent Appointments</u>

The Employer may end a non-permanent appointment at any time by giving one (1) working day's notice to the employee.

## B. <u>On-Call Employment</u>

The Employer may fill a position with an on-call appointment when the work is intermittent in nature, is sporadic and does not fit a particular pattern. The Employer may end on-call employment at any time by giving one (1) working day's notice.

#### C. In-Training Employment

The Employer will document the in-training program, including a description and length of the program. A candidate who is initially hired into an in-training position must successfully complete the job requirements of the appointment. The Employer may separate from state service, any employee who has completed the probationary period for an in-training appointment but does not successfully complete the subsequent trial service periods required by the in-training program. Employees who are not successful may be separated at any time with one (1) working day's notice from the Employer. An employee with permanent status who accepts an in-training appointment will serve a trial service period or periods, depending on the requirements of the in-training program. The Employer may revert an employee who does not successfully complete the trial service period or periods at any time with one (1) working day's notice. The employee's reversion right will be to the job classification the employee held permanent status in prior to his or her in-training appointment, in accordance with this Article. A trial service period may be required for each level of the in-training appointment, or the entire intraining appointment may be designated as the trial service period. The Employer will determine whether a trial service period will be required for each level of the in-training appointment, or whether there will be a single trial service period. If there will be a single trial service period for an intraining appointment involving more than one level, the Employer will determine the length or the trial service period. If a trial service period is required for each level of the in-training appointment, the employee will attain permanent status upon successful completion of the training program at each level. If the entire in-training program—meaning all levels within the in-training appointment—is designated as a trial service period, the employee will attain permanent status upon successful completion of the training requirements for the entire in-training program.

## D. <u>Project Employment</u>

The Employer may appoint employees into project positions for which employment is contingent upon state, federal or local grants, or other special funding of specific and limited time duration. The Employer will notify the employees, in writing, of the expected ending date of the project employment. Employees who have entered into project employment without previously attaining permanent status will serve a probationary period. Employees will gain permanent project status upon successful completion of their probationary period. Employees with permanent project status will serve a trial service period when they promote to another job classification within the project or transfer or voluntarily demote within the project to another job classification in which they have not attained permanent status. The Employer may consider project employees with permanent project status for transfer, voluntary demotion, or promotion to non-project positions. Employees will serve a trial service period upon transfer, voluntary demotion, or promotion to a non-project position in a job classification that the employee has not previously attained permanent status in. When the Employer converts a project appointment into a permanent appointment, the employee will serve a probationary or trial service period. The layoff and recall rights of project employees will be in accordance with the provisions of Article 35, Layoff and Recall.

# E. <u>Designation and Termination of Non-Permanent, On Call, In-Training, and Project Positions</u>

The designation of a non-permanent, on-call, in-training or project position, or the termination of a non-permanent, on-call, in training or project employee, are not subject to the grievance procedure.

#### 15.7 Review Periods

#### A. Probationary Period

## 1. Length of Probationary Period

Every part-time and full-time employee, following his or her initial appointment to a permanent position will serve a probationary

period. Employees initially appointed into the following job classifications will serve a twelve (12) month probationary period due to the need to complete job-specific training programs:

- a. Correctional Officer 1 and 2;
- b. Correctional Counselors 1, 2, and 3;
- c. Correctional Mental Health Counselors 1, 2 and 3;
- d. Classification Counselors 1, 2 and 3.

All other newly hired employees will serve a six (6) month probationary period.

## 2. <u>Calculation of Probationary Period</u>

The probationary period will begin on the first day of an employee's probationary appointment. An employee who transfers or is promoted prior to completing his or her initial probationary period will serve a new probationary period. The Appointing Authority may grant day-for-day credit for time already served in probationary status.

## 3. <u>Conversion of Non-Permanent Appointments</u>

If an employee in a non-permanent appointment is subsequently appointed permanently to the same or similar position, the Employer may count time worked in the non-permanent appointment towards the probationary period for the permanent position.

## 4. Extension of Probationary Period

The Employer may extend an employee's probationary period on a day-for-day basis for any day(s) that the employee is on leave without pay or shared leave except for leave taken for military service.

#### 5. Separation

The Employer may separate a probationary employee at any time during the probationary period. The Employer will provide the employee five (5) working days written notice prior to the effective date of the separation. However, if the Employer fails to provide five (5) working days notice, the separation will stand and the employee will be entitled to payment of salary for five (5) working days, which time the employee would have worked had notice been given. Five-day notice deficiencies will not result in an employee gaining permanent status.

## 6. <u>Separation Review</u>

The separation of an employee will not be subject to the grievance procedure in Article 9. However, the employee may request and

will receive a review of the separation by the Secretary or designee. Such review must be requested within fourteen (14) calendar days from the effective date of the written separation notice. This request, however, will not act as a suspension of the designated separation date.

#### B. Trial Service Period

## 1. <u>Length of Trial Service Period</u>

Except for those employees in an in-training appointment, all employees with permanent status who are promoted, or who voluntarily accepts a transfer or demotion into a job classification for which they have not previously obtained permanent status, will serve a trial service period of six (6) consecutive months. The Employer may extend the trial service period to no more than twelve (12) consecutive months due to specific documented training requirements.

## 2. Extension of Trial Service Period

An employee serving a trial service period will have his or her trial service period extended, on a day-for-day basis for any day(s) that the employee is on leave without pay or shared leave, except for leave taken for military service.

## 3. Reversion Rights

An employee serving a trial service period may voluntarily revert at any time or the Employer, with one (1) working day's written notice, may revert an employee who does not successfully complete his or her trial service period. Reversion will be to a funded permanent position within the agency that is:

- a. Vacant or filled by a non-permanent employee and is within the employee's previously held job classification.
- b. Vacant or filled by a non-permanent employee at or below the employee's previous salary range.

The reversion option, if any, will be determined by the Employer using the order listed above. In both Subsections a. and b. above, the Employer will determine the position the employee may revert to and the employee must have the skills and abilities required for the position. Pursuant to Article 19, Bid System, reverted employees will be permitted to exercise any bid rights they may have in the classification to which they are reverted. An employee who has no reversion options or does not revert to the highest classification in which he or she previously attained permanent status may request that his or her name be placed on the agency's

internal layoff list and into the General Government Transition Pool Program for positions in job classifications where he or she had previous attained permanent status.

#### 4. Reversion Review

The reversion of employees who are unsuccessful during their trial service period is not subject to the grievance procedure in Article 9. However, any trial service employee notified of an involuntary reversion may request and will receive a review of the reversion by the Secretary or designee. Such review must be requested within fourteen (14) calendar days from the effective date of the written reversion notice. This request, however, will not act as a suspension of the designated reversion date.

## 15.8 Withdrawal Rights

Permanent employees have the right to withdraw a resignation or a notice of transfer, promotion and/or demotion to another region/institution or another state agency by submitting a written notice of such withdrawal at any time within 72 hours (excluding Sundays and holidays) after submission of the notice. The Appointing Authority thereafter may accept a withdrawal of any such notice at any time prior to the effective date. Employees who resign following a predisciplinary meeting may not withdraw their resignations.

# ARTICLE 16 HOURS OF WORK

#### 16.1 Definitions

#### A Full-time Employees

Employees who are scheduled to work forty (40) hours per workweek.

#### B. Part-time Employees

Employees who are scheduled to work less than forty (40) hours per workweek.

#### C. Workday

One of seven (7) consecutive, twenty-four (24) hour periods in a workweek.

## D. Work Schedules

Workweeks and work shifts of different numbers of hours may be established by the Employer in order to meet business and customer service needs, as long as the work schedules meet federal and state laws.

## E. Work Shift

The hours an employee is scheduled to work each workday in a workweek.

## F. Workweek

A regularly re-occurring period of one hundred and sixty-eight (168) hours consisting of seven (7) consecutive twenty-four (24) hour periods. Workweeks will be designated by the appointing authority. If there is a change in their workweek, employees will be given written notification by the appointing authority.

#### 16.2 Determination

The Employer will determine whether a position is scheduled work period, non-scheduled work period or overtime-exempt.

## 16.3 Scheduled Work Period Employees

## A. <u>Regular Work Schedules</u>

The regular work shift for scheduled work period employees will consist of not more than eight (8) consecutive hours of work (excluding any meal period) in a twenty-four (24) hour period. For scheduled work period employees, the workweek will consist of five (5) consecutive uniform work shifts followed by two (2) consecutive days off. For scheduled alternate employees, the work week will consist of four (4) consecutive uniform work shifts of not more than ten (10) consecutive hours of work (excluding any meal period) by three (3) consecutive days off.

#### B. Alternate Work Schedules

Staff in positions not requiring mandatory relief, may request the employer to consider the establishment of scheduled alternate work schedules. If a request for an alternate work schedule is denied, the employer will meet with the employee and discuss the reason for the denial.

## C. Employer Initiated Schedule Changes

- 1. The Employer will provide scheduled work period employees with seven (7) calendar days notice of a shift and/or days off change unless the change is at the written request of the employee.
  - a. If the Employer changes the assigned hours or days of scheduled work period employees without giving them at least seven (7) calendar days notice of the change, employees will paid for all time worked outside the scheduled hours or days at the overtime rate for the duration of the notice period.
  - b. When changes in employees' assigned hours or days are made without proper notice, employees may work their scheduled hours or days unless the Employer deems that:

- i. The employees are unable to perform satisfactorily as the result of excessive overtime hours; or
- ii. The work that normally would have been performed within the scheduled hours or days cannot be performed.
- c. The Employer is not obligated to pay for those scheduled hours or days not worked, unless the employee is on an authorized leave of absence with pay.
- d. Overtime pay and shift or schedule change pay will not be paid for the same incident.
- 2. In the event of an emergency, such as fire duty, riots, etc., contingency scheduling in accordance with Article 18, Extended Duty Assignments will apply.

## D. <u>Employee-Requested Schedule Changes</u>

Scheduled work period employees' workweek and work schedule may be changed at the employee's request and with the Employer's approval, provided the Employer's business and customer service needs are met and no overtime expense is incurred.

#### 16.4 Non-Scheduled Work Period Classifications

Conditions of employment may necessitate adjustment of hours by such employees within forty (40) working hours within the workweek. Non-scheduled work period employees are expected to observe normal working hours unless work requirements call for varying the schedule to complete duties within the forty (40) hour workweek as agreed to by the supervisor prior to deviation from the normal work hours.

#### 16.5 Overtime Exempt Employees

Overtime-exempt employees are not covered by federal or state overtime laws. Compensation is based on the premise that overtime-exempt employees are expected to work as many hours as necessary to provide the public services for which they were hired. These employees are accountable for their work product, and for meeting the objectives of the agency. The Employer's policy for all overtime-exempt employees is as follows:

- A. The Employer determines the products, services, and standards, which must be met by overtime-exempt employees.
- B. Overtime-exempt employees are expected to work as many hours as necessary to accomplish their assignments or fulfill their responsibilities and must respond to directions from management to complete work assignments by specific deadlines. Full-time overtime-exempt employees

are expected to work a minimum of forty (40) hours in a workweek and part-time overtime-exempt employees are expected to work proportionate hours. Overtime-exempt employees may be required to work specific hours to provide services, when deemed necessary by the Employer.

- C. The salary paid to overtime-exempt employees is full compensation for all hours worked.
- D. Overtime-exempt employees are not authorized to receive any form of exchange time or overtime compensation, formal or informal.
- E. Appointing authorities may approve overtime-exempt employee absences with pay for extraordinary and excessive hours worked, without charging leave.
- F. If they give notification and receive the Employer's concurrence, overtime-exempt employees may alter their work hours. Employees are responsible for keeping management apprised of their schedules and their whereabouts.
- G. Prior approval from the Employer for the use of paid or unpaid leave for absences of two (2) or more hours is required, except for unanticipated sick leave.

## 16.6 Scheduled Days Off

Except in cases of emergency, no employee will be required to return to his or her place of employment on his or her scheduled day off.

#### 16.7 Shift Exchange

Employees within an institution who have the same job classification will be allowed to exchange full shifts for positions in which they are qualified in accordance with the following:

- A. Request for shift exchanges will be submitted seven (7) calendar days in advance of the exchange, when practicable.
- B. The requested shift exchange is voluntary, and is agreed to in writing by both employees, and approved in writing by the supervisor(s) for exchanges of no more than one (1) week. Requests for consecutive shift exchanges in excess of one (1) workweek will be submitted to the appropriate Appointing Authority or designee for approval. If such request is denied, the employee will be provided the reason(s) in writing for the denial.
- C. Requested shift exchanges will be considered on a case-by-case basis.

- D. Employees will not submit requests for shift exchanges which would result in overtime. Each employee will be considered to have worked his or her regular schedule.
- E. For shift exchanges that occur on an employee's designated holiday, the employee who is regularly scheduled to work on that holiday will receive the holiday compensation, regardless of who physically worked on that day.
- F. The failure of an employee who has exchanged shifts to work the agreed upon shift without appropriate cause may be a basis for disciplinary action.

The shift exchange system will not be used to circumvent the bid system by significantly altering an employee's workweek or supervisory chain of command.

#### 16.8 Hours of Work for Scheduled Work Period Employees

#### A. Shift Start

The shift will start at the beginning of the employee's scheduled hours of work at the location designated by Management, provided that the location designated by Management will not require the employee to perform work related activities (including attendance, chit or equipment exchange, or pass-down) prior to the shift start time. At the McNeil Island facility, the shift will start at the beginning of the employee's scheduled hours of work, regardless of location.

## B. Scheduled Work Period Employees Unpaid Meal Periods

The Employer and the Union agree to unpaid meal periods that vary from and supersede the unpaid meal period requirements required by WAC 296-126-092. Unpaid meal periods for employees working more than five (5) consecutive hours, if entitled, will be a minimum of thirty (30) minutes and will be scheduled between the second (2<sup>nd</sup>) and fifth (5<sup>th</sup>) hour of the shift at a time designated by the Employer. Employees may leave the facility during the unpaid meal period via authorized routes. Employees who pass through master control will be allowed a brief amount of duty time to get from their post to master control and to return to their post from master control. Employees may be assigned duties to perform during this time. If the Employer requires an employee to maintain radio, phone, or pager contact during the unpaid meal period the employee will be in standby status.

## C. <u>Interrupted Unpaid Meal Period</u>

When an employee's unpaid meal period is interrupted by a directive from a supervisor to perform any work related activity, or the employee responds to an emergency consistent with Emergency Response procedures, the employee may be entitled to receive another thirty (30)

minute meal period, if that meal period can be initiated no later than the fifth (5<sup>th</sup>) hour of the shift. In the event an employee is unable to complete the unpaid meal period, due to operational necessity, the employee will be entitled to compensation for the entire thirty (30) minute meal period. Meal periods may not be used for late arrival or early departure from work and meal and rest periods will not be combined.

## D. Double Shifts and Meal Periods

When an employee works a double shift, the Employer will not require the employee to take an unpaid meal period during the second shift. Employees will be permitted to eat intermittently as time allows during their shift while remaining on duty.

## E. <u>Scheduled Work Period Employee Paid Meal Periods for Straight Shift</u> Schedules

The Employer and the Union agree to paid meal periods that vary from and supersede the paid meal period requirements of WAC 296-126-092. Employees working straight shifts will not receive a paid meal period, but will be permitted to eat intermittently as time allows during their shifts while remaining on duty. Paid meal periods for employees on straight shifts do not require relief from duty.

#### F. Scheduled Work Period Employee Rest Periods

The Employer and the Union agree to rest periods that vary from and supersede the rest periods required by WAC 296-126-092. Employees will be allowed rest periods of ten (10) minutes for each one half (1/2) shift of four (4) or more hours worked at or near the middle of each one half (1/2) shift of four (4) or more hours. Rest periods do not require relief from duty. Where the nature of the work allows employees to take intermittent rest periods equivalent to ten (10) minutes for each half shift, scheduled rest periods are not required. Rest periods may not be used for late arrival or early departure from work and rest and meal periods will not be combined.

# ARTICLE 17 OVERTIME

#### 17.1 Determination and Assignment of Overtime

## A. Right to Assign

The Employer has the right to require an employee to work overtime. When the Employer determines that overtime is necessary and determines to assign such overtime to a bargaining unit employee, the Employer will:

- 1. Identify the job classification to be assigned the overtime, the number of positions requiring overtime, the specific post assignments and the anticipated duration of the overtime.
- 2. Assign overtime as voluntary or mandatory, as set forth in this Article.

## B. Voluntary Sign-up List

Voluntary overtime will be assigned from one (1) voluntary overtime signup list. The voluntary overtime sign-up list for each day and each shift for an entire month will be posted by the 15<sup>th</sup> of the preceding month and will be posted by job classification. The list will have a column for employee name, time and date signed up, seniority date, shift and days off, and work extension telephone number. The volunteering employee must complete all columns on the sign-up list. An employee will not specify the post(s) they are available or not available to work on overtime. The voluntary sign-up list will also have a column that allows volunteering employees to remove their name from the list. Employees may add or remove their name from the sign-up list in person, by radio, telephonically, or by either initialing the appropriate column. Four (4) hours prior to the start of the shift requiring overtime, the sign-up list will be pulled and no further additions or deletions will be made.

## C. Eligibility for Voluntary Overtime

All employees will be eligible to sign-up for voluntary overtime except those:

- 1. Who are on reassignment to home;
- 2. As otherwise provided in this Article.

Employees are responsible for accurately reporting their eligibility for voluntary overtime.

#### D. Assignment of Voluntary Overtime

All available positions on each shift will be offered to the employees on the voluntary sign-up list based on seniority date. Volunteers may select any position available, but on-duty employees who have signed up on the volunteer overtime list for the next scheduled shift may not refuse an assignment of overtime. However, if a prescheduled overtime assignment is unavailable because the position has been filled, the employee volunteering for such prescheduled overtime may decline a different overtime assignment. The Employer will fill vacancies in advance of those shifts where vacancies are known. Supervisors responsible for assigning the overtime may fill known vacancies up to two (2) weeks in advance using the volunteer sign-up list. The Employer will document the date and time each assignment is made. In the event the most senior

employee is not on duty or cannot be reached, i.e. no answer the next employee in descending order will be contacted. A good faith effort must be made and documented to contact volunteers in a timely manner to ensure they have enough time to arrive at work in advance of the shift in question. Telephone calls placed to employees who are off duty who have volunteered to work overtime will not be considered time worked. Once an employee has accepted an overtime assignment they cannot refuse to work that overtime assignment. Employees that are assigned to work overtime as a result of signing up on the volunteer sign-up list will not be entitled to callback compensation.

## E. All Call

After the voluntary sign-up list has been exhausted and prior to the assignment of mandatory overtime, the Employer will solicit volunteers who are already on duty ("All Call"). If more than one employee responds to an all call, the Employer will assign the overtime on a first-come, first-served basis. If there are still insufficient volunteers after the all call, Management may assign mandatory overtime.

## F. <u>Mandatory Overtime</u>

When mandatory overtime is required, it will be assigned to employees on duty in inverse order of seniority; provided, that employees will not be required to work mandatory overtime unless the work is contiguous to the end of the employee's normal shift. In those cases where two (2) or more employees are assigned to mandatory overtime and qualified relief becomes available, the employee with the greatest seniority will normally be provided the first opportunity to be relieved from duty. The inverse order will be re-established when the list has been exhausted (employee with the greatest seniority has worked his or her mandatory overtime) or at the beginning of each month, whichever occurs first. An employee will only be subjected to one (1) mandatory overtime assignment per cycle. An employee who has worked two (2) hours or more prior to or following the end of his or her shift, will be considered to have worked his or her mandatory overtime. Upon request, shift rosters indicating mandatory overtime assignments will be available for review by the Union.

## G. Exemptions from Mandatory Overtime

Except in an emergency, an employee will be exempt from mandatory overtime under the following conditions:

- 1. An employee on duty for his or her last remaining shift before an approved vacation.
- 2. An employee assigned to work mandatory overtime will be excused if the employee finds an on-duty qualified substitute in a timely manner. The substitution will be without regard to seniority

and will count as the substitute's mandatory overtime requirement for that cycle.

- 3. An employee who has volunteered and worked an overtime shift of two (2) hours or more during the current cycle.
- 4. An employee who has a medical condition that is documented in writing by a physician, physician assistant, or licensed mental health professional which specifically precludes him or her from working beyond his or her regularly scheduled shift and whose medical restrictions are for a period of sixty (60) calendar days or less. Extensions of exemption due to a medical condition can be requested by the employee and may be approved by the appointing authority, upon receipt of medical documentation, on a case-by-case basis.
- 5. A one-day exemption from mandatory overtime, up to three (3) times per calendar year, for day care emergencies, medical appointments, or for an employee working towards a degree in a higher education course of study. An employee enrolled in higher education will provide the Employer with a copy of the class schedule at the time of enrollment. The employee will provide documentation of all medical appointments where the exemption was granted. The affected employee will be the first to be called when mandatory overtime is required and the employee is on a scheduled workday, irrespective of whether the inverse seniority list has been reestablished due to the start of a new month or it has been exhausted.
- 6. If an employee has not had any unscheduled absences in the past calendar quarter, they may claim an exemption from any mandatory overtime in the next calendar quarter. Only one (1) exemption can be earned for each calendar quarter with no unscheduled absence.

#### H. Failure to Work or Continue to Work Mandatory Overtime

An employee who reports him or herself or a family member ill and is unable to work or to continue to work mandatory overtime will be the first to be called when mandatory overtime is required and the employee is on a scheduled workday, irrespective of whether the inverse seniority list has been reestablished due to the start of a new month or it has been exhausted.

## I. Ability to Deny Overtime Assignment

The supervisor responsible for assigning overtime may deny a request by an employee to work voluntary or mandatory overtime, under the following circumstances:

- 1. The employee does not have the current qualifications or certifications to carry out the duties of the position requiring the overtime; or
- 2. For reasons that, if allowed, a violation of this Agreement would occur.

#### J. Maximum Overtime

Except in an emergency, an employee may not be compelled or allowed to work:

- 1. More than sixteen (16) hours plus any worked meal periods in a twenty-four (24) hour period; or
- 2. More than two (2) consecutive days of overtime. A day of overtime will be considered two (2) hours or more.

## K. <u>Telephone Contact</u>

Employees who are required to work beyond their regular quitting time will be allowed to telephonically communicate (within thirty (30) minutes of notice) the need for overtime to affected individuals, except in the case of emergency.

## L. On-Call Employees

The Employer may assign work to on-call employees prior to assigning overtime.

## 17.2 Determination and Assignment of Overtime

The provisions of Subsection 17.1 above, do not apply to employees outside of custody, food service and medical. With respect to employees outside of those areas, the Employer will review qualifications and/or case familiarity in making overtime assignments. If qualifications and/or case familiarity are substantially equal, overtime will be offered in order of seniority and mandated by inverse seniority. Except in an emergency situation, an employee will not work overtime without prior authorization from the Employer.

## 17.3 Overtime Compensation for Positions Designated as Scheduled Work Period

A. Payment for overtime at the rate of time and one-half will be paid for all employees who are working in a position designated as of July 1, 2005 as scheduled work period under any of the following conditions:

- 1. All work on holidays. Employees required to work a holiday will have the choice of receiving payment or compensatory time accrual and will notify their supervisor of that choice prior to working the holiday overtime.
- 2. All work required in excess of eight (8) hours in any workday, if the employee is working an eight (8) hour shift. If the employee is working more than an eight (8) hour shift, all work in excess of the employee's regularly scheduled shift.
- 3. All work required in excess of forty (40) hours in any workweek.
- 4. All work required before and/or after any scheduled work shift.
- 5. All time required outside the regular working hours for travel on agency business, unless scheduled at the convenience of the employee.
- B. An employee may elect to be compensated for overtime hours worked in the form of cash or compensatory time off. Approval to use compensatory time off is not automatic, must be approved in advance, and will be contingent upon the availability of a relief employee(s). Relief may be defined as including authorized on-call employees. Compensatory time will not be used in lieu of sick leave, unless approved in advance by the Appointing Authority.
- C. Overtime will be paid in one tenth (1/10<sup>th</sup>) increments, except as specifically provided in Article 16, Hours of Work.

# 17.4 Overtime Compensation for Positions Designated as Non-Scheduled Work Period

- A. Payment for overtime at the rate of time and one-half will be paid for all employees who are working in a position designated on July 1, 2005 as being a non-scheduled work period under any overtime condition including the following:
  - 1. All work on holidays. Employees required to work a holiday will have the choice of receiving payment or compensatory time and will notify their supervisor of that choice prior to working the holiday overtime.
  - 2. All work required in excess of forty (40) hours in any workweek.
  - 3. All time required for travel on agency business in excess of forty (40) hours in any workweek, unless scheduled at the convenience of the employee.

- B. An employee may elect to be compensated for overtime hours worked in the form of cash or compensatory time off. Approval to use compensatory work time off is not automatic, must be approved in advance of the absence, and will be contingent upon the availability of relief employee(s). Relief may be defined as including authorized on-call employees. Compensatory time will not be used in lieu of sick leave unless approved in advance by the Appointing Authority.
- C. Overtime will be paid in one tenth  $(1/10^{th})$  increments, except as specifically provided for in Article 16, Hours of Work.

## 17.5 Compensatory Time

All Correctional Officers and Correctional Sergeants will be entitled to accrue up to three hundred sixty (360) hours of compensatory time. All other employees will be entitled to accrue up to two hundred forty (240) hours of compensatory time. Compensatory time may be voluntarily cashed out at any time except during the month of February. In addition, the full balance of accrued compensatory time must be cashed out at the end of each biennium.

## 17.6 Project Employees

Project employees who have not held permanent civil service status within the job classification, will not volunteer for or be assigned overtime work outside of the project. Required overtime within a project may first be assigned to qualified employees within the project by seniority. The process for assigning the overtime will follow the procedures outlined in this Article.

#### 17.7 Employers Right to Assign

Nothing in this Article precludes the Employer from utilizing off-duty staff, which requires the payment of callback, or utilizing an individual to complete a specific assignment.

# ARTICLE 18 EXTENDED DUTY ASSIGNMENTS

## 18.1 Off-Site Overnight Inmate Crew Response Assignments

For those institutions providing emergency off-site, overnight inmate crew response to such things as forest fires, flood control, etc., assignments will occur under the following process.

- A. The Employer will assign qualified employees.
- B. Each institution will maintain separate voluntary sign-up lists for each job classification routinely assigned to off-site, overnight assignments.
- C. The list will be maintained by seniority date.

- D. The off-site, overnight assignment list will be established and begin on January 1<sup>st</sup> of each year and end December 31<sup>st</sup>, beginning at the top of the list and proceeding down in order except as outlined below:
  - 1. When an employee accepts or declines an off-site, overnight assignment, his or her name will be crossed off the list, and he or she will not be considered again until every one else on the list has either worked an assignment or declined the opportunity.
  - 2. When the Employer is unable to reach an employee, the employee will not lose their place in order on the list.
  - 3. In those cases where no employees volunteer to work an off-site, overnight assignment, employees will be assigned in inverse order of seniority from the entire facility custody roster, not necessarily the shift the emergency occurs on.
  - 4. Employee(s) who are assigned to work these assignments for a period of twenty-four (24) hours or more will be on "extended duty assignment", and will be compensated in accordance with Section 18.3, below.
  - 5. Once the list has been established, new names may be added in order of seniority, subject to the approval of the local Appointing Authority or designee.

#### **18.2** Crew Supervision Training

When crew supervision training is provided by the Department of Natural Resources, employees eligible for off-site, overnight assignments will be given an opportunity to attend the training. Employees who attend the training will be selected from the voluntary sign-up list in accordance with Article 17, Overtime. Employees assigned to attend the training will not have their names removed from the off-site overnight assignment list.

#### 18.3 Compensation

Employees on extended duty assignment will be considered to be on continuous duty from the time they commence such duty, including travel time to the fire and until they are released from duty including travel time for return to their non-fire duty station.

A. During the extended duty assignment, all time will be paid as work time, except that the Employer may deduct up to eight (8) hours of non-work time each day for sleep, provided that the time deducted for sleep includes a period of five (5) continuous hours that are not interrupted by a call to work. Employees that are not provided with five (5) hours of

uninterrupted rest in any work day will be compensated at the overtime rate for the entire rest period plus subsequent hours worked until relieved from duty for five (5) hours of uninterrupted rest.

- B. No callback payment will be made for any work during the hours of an extended duty assignment, or the transition back to the regular work schedule.
- C. The beginning of each workweek on extended duty assignment will be unchanged from the last previous workweek on the employee's regular work schedule. Except as provided in Subsection 18.3 A. 2., all compensable hours of work on an extended duty assignment will be at overtime rates except eight (8) in any workday. All compensable hours on a holiday will be at the overtime rates.
- D. There are no scheduled days off during an extended duty assignment. However, compensable hours on a holiday and all compensable hours in excess of forty (40) straight time hours in any workweek (including hours worked within the same workweek either before or after the extended duty assignment) will be paid at overtime rates.
- E. During an extended duty assignment all hours are duty hours. There is no eligibility for standby pay.
- F. Employees whose regular scheduled work shift entitles them to shift premium for their full shift, or a portion thereof, will be paid shift premium as follows:
  - 1. Employees whose regular schedules are all night shifts will continue to receive night shift premium for all paid hours on the extended duty assignment.
  - 2. Employees whose regular schedules call for some, but less than four (4) hours of night shift work each day will continue to receive the same number of hours at shift premium during each workday of the extended duty assignment.
  - 3. Employees whose regular schedules call for some, but not all full night shifts each week will receive shift premium for all paid hours on those same days during the extended duty assignment.

## **18.4** Return from Extended Duty Assignment

Upon being relieved from an extended duty assignment, the Employer will approve vacation leave or compensatory time to allow a minimum of a five (5) hour break period before the employee's next assigned shift begins.

# ARTICLE 19 BID SYSTEM

#### 19.1 Definitions

For purposes of this Article only the following definitions apply:

## A. <u>Assigned Positions</u>

Positions filled by other than a bid.

## B. <u>Bid Eligibility</u>

An employee will be eligible to bid at the time he or she complete their probationary and/or trial service period within their current classification.

#### C. Bid Positions

Positions filled as a result of a bid.

## D. Bid System

A process allowing employees with permanent status to submit bids to positions within their employing institution in the same job classification in which they currently hold permanent status or have previously held status.

#### E. Operational Need

A circumstance encompassing one (1) or more of the following:

- 1. Training.
- 2. Safety, where the continued assignment of an employee in a position is considered a threat to the safety of the employee or others.
- 3. When there is a need to balance the skills or experience of staff in a particular area.
- 4. An emergency, such as a fire, riot or disturbance.
- 5. Assignment of off-site or overnight inmate crew response to such things as flood control, forest fire, etc.
- 6. Documented medical reasons that necessitate the reassignment of the employee. The duration of the reassignment will be determined by a physician's medical statement indicating how long the employee should be reassigned. The Employer will require a release from a physician prior to the employee returning to his/her former position.

- 7. Special qualifications for particular tasks, such as translation of foreign languages or gender searches.
- 8. Employee investigations where it is necessary to temporarily reassign an employee pending investigation of a charge of misconduct and pending any resolution of a finding of misconduct against the employee.
- 9. Documented performance deficiencies where the employee has a demonstrable inability to perform the job after receiving the training necessary to perform the job.
- 10. Litigation against or relating to the employee where it is necessary to reassign an employee to avoid difficulties in the defense of the litigation.
- 11. Rotational assignment out of Intensive Management, Segregation, or Mental Health Units.
- 12. To correct a supervisor-subordinate (to include the entire chain of command) nepotism relationship.
- 13. Failure to maintain compliance with statewide minimum standards of the position.
- 14. Court order necessitating the reassignment of a staff member.

#### F. Position

A particular combination of post, shift and days off.

#### G. Post

1. Single or individual assignments with a defined set of job duties;

OR

2. Inmate living units including intensive management units, segregation, and mental health units.

These duties may be common to one or more employees working at one or more locations.

## 19.2 Components of a Bid

Bids will indicate the employee's choice of shift, post and days off, the position number of the desired position, and job classification. Employees will be responsible for the accuracy of their bids. Each bid will remain active for a period of one (1) year from the date submitted by the employee.

#### 19.3 Submittal and Withdrawal of Bids

Employees may withdraw their bids, in writing, at any time prior to the referral. Any bids submitted subsequent to the date and time a vacancy is considered to have occurred will not be considered for that vacancy, except as provided for in Section 19.4 of this Agreement.

#### 19.4 New Position or Reallocated Positions

When a position is established or a vacant position is reallocated, the position must be posted for seven (7) calendar days for the submission of bids by eligible employees.

## 19.5 Vacancy Defined

For purposes of this Article, a vacancy occurs when:

- A. An employee notifies management, in writing, that he or she intends to vacate his/her position; or
- B. Local management notifies an employee, in writing, that the employee will be removed from his or her position; or
- C. Local management notifies a Correctional Officer 1 that he or she is being reassigned to a different position; or
- D. A position's assigned days off change by one (1) or more days, or post changes; or shift hours change by more than two (2) hours. In these cases, if the position is filled by an employee on a bid at the time of the change, the incumbent may elect to remain in the position and will retain his or her bid rights. If the incumbent elects not to remain in the position, he or she will be reassigned to a vacant position, and their bid eligibility restored. The vacated position will be posted for seven (7) calendar days. In those cases where there is more than one (1) vacant position, the incumbent under this section will have the right to choose the vacant positions he or she wishes to be assigned. If there is more than one incumbent under this section, the incumbents will be permitted to choose among the vacant positions in order of seniority.

#### 19.6 Awarding a Bid

Except as provided in Article 19.5(D), above, whenever a permanent vacancy occurs, the Appointing Authority or designee will review the bids to determine if any employee with bid eligibility has submitted a bid for the new or vacated position. The Appointing Authority or designee will consider all bids in order of seniority. If the vacant position has any bona fide special requirements or qualifications, only those employees who meet the required criteria will be considered for the position. The senior employee who has the skills and abilities necessary to perform the duties of the bid position will be appointed to the position. Each senior employee considered, but not appointed, will be notified in

writing of the reason(s) he or she was not appointed. In those cases where referrals are requested on multiple positions at the same time, and an employee is the senior employee on more than one (1) position, the affected employee will be provided the opportunity to select the position he/she will be awarded. If the senior employee is not available within a twenty-four (24) hour period, the decision will be made by the drawing of a lot with the shop steward present.

## 19.7 Segregation, Intensive Management, and Mental Health Units

Employees may submit a bid or voluntary demotion bid to a Segregation Unit, Intensive Management Unit, or Mental Health Unit utilizing the bid system.

- A. Providing they meet the following criteria, employees who submit a bid or voluntary demotion request will be considered for assignment into a position in a Segregation Unit, Intensive Management Unit, or Mental Health Unit:
  - 1. The employee has demonstrated the skills, aptitude, and overall suitability for such work; and
  - 2. There are no reductions-in-pay, suspensions or demotions within the last year in the personnel file; and
  - 3. There is no pending disciplinary action, involving reductions-inpay, demotions or suspensions.
- B. This sub-article applies to all full time positions within a Segregation Unit, Intensive Management Unit, Mental Health Unit, and/or positions assigned to an Intensive Management Unit, Segregation Unit, or Mental Health Unit for three (3) or more days during the workweek. The Employer retains the right to permanently and/or temporarily reassign an employee into and/or out of an Intensive Management Unit, Segregation Unit, or Mental Health Unit. Such determination may include a fitness for duty assessment.
- C. If an employee who has bid for the position is not selected, the reason will be provided, in writing, to the affected employee.

#### 19.8 Bid Commitment

When an employee has been awarded a bid, the employee will be committing himself/herself to request no other bids for a minimum of six (6) months. The six (6) month period will begin on the date the employee is awarded his/her bid. At time of notification of selection, all other active bids the employee has on file will be removed from the bid system. However, if after transfer the shift, post, or days off of the position are unilaterally changed or if the position is eliminated the employee will again be eligible to bid.

## 19.9 Permanent Bid Exchange

Nothing in this procedure precludes employees the right to permanently exchange bid positions provided:

- A. The bid exchange is voluntary, and is requested and agreed to in writing by both employees; and
- B. There are no bids by any employee on either position, and
- C. The Appointing Authority or designee has approved the bid exchange in writing.

## 19.10 Correctional Officer 1 In-Training Program

The Correctional Officer 1 in-training program will be managed utilizing only those positions filled by staff in assigned positions.

#### **19.11 Temporary Reassignment**

Nothing in this procedure will preclude Management from temporarily reassigning an employee(s) to other position(s) if an operational need arises. Assignments made for operational need will be designed to have the least adverse affect on the employee, and will not be made for the purpose of avoiding the requirements of the bid system. Management will provide any reassigned employee with a written statement as to the reason(s) for the reassignment.

## 19.12 Placement During Temporary Reassignment

Whenever it is necessary to temporarily reassign an employee for operational need, placement in a position which accommodates the purpose(s) for reassignment will be achieved in the order of:

- A. With the mutual agreement of Management, employees may volunteer to temporarily exchange bid positions;
- B. Vacant position for which there is no bid;
- C. Assigned position;
- D. Bid position.

If none of the above provides a position for the displaced employee and it is necessary to displace an employee in a bid position for purposes of resolving an operational need as provided in 19.1E., the displacement will be temporary and provide the least adverse impact on the displaced employee. Bid position displacements will normally be unique and extraordinary; will be in order of inverse seniority, and will occur only after exhausting steps A, B, and C above. No temporary assignment will delay the award of a bid.

## 19.13 Permanent Reassignment

Nothing in this procedure will preclude Management from permanently reassigning an employee to another position provided the employee is notified, in writing, of the reason(s) for the reassignment. A permanent reassignment is an extraordinary action. In order for an involuntary permanent reassignment to be made, either operational need must exist for the reassignment, or there must exist reasons for the reassignment, which effectively preclude the employee from performing his/her bid position. An employee on Leave Without Pay for ten (10) or more consecutive work days (except those placed on Leave Without Pay as a result of an illness or injury compensable under the worker's compensation system or on Family Medical Leave) and/or receiving shared leave for ten (10) or more consecutive work days, or a combination thereof may be reassigned and will have his/her bid requests suspended until s/he returns to work.

#### 19.14 New, Expansion and/or Consolidation of Facilities

Management and the Union agree that in cases of new institutions, institution expansions, or consolidation of institutions that result in the creation of additional positions or consolidation of rosters, the provisions of Article 19 may be modified utilizing the provision outlined in Article 5 of this Agreement.

## 19.15 Project and Temporary Positions

This Article does not apply to the filling of project and/or temporary positions.

# ARTICLE 20 HOLIDAYS

#### 20.1 Paid Legal Holidays

Employees will be provided the following paid non-working holidays per year:

New Year's Day January 1

Martin Luther King Jr.'s Birthday
Presidents' Day
Third Monday in January
Third Monday in February
Memorial Day
Last Monday in May

Independence Day July 4

Labor Day First Monday in September

Veterans' Day November 11

Thanksgiving Day Fourth Thursday in November

Friday Immediately Following Thanksgiving

Christmas Day December 25

## 20.2 Holiday Eligibility and Compensation

The following rules apply to all holidays except the personal holiday:

#### A. Holiday Pay

Employees will be paid at a straight-time rate even though they do not work.

#### B. <u>Holiday Worked</u>

In addition to subsection A above, employees will be compensated for the hours actually worked on a holiday at the overtime rate, in accordance with Article 17, Overtime.

#### C. Part-Time Eligibility

Part-time employees who were employed before and after the holiday and for a period of at least twelve (12) calendar days during the month (not including the holiday) will be compensated in cash or compensatory time for the holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

## D. Full-Time Employees on Leave Without Pay

A full-time employee who would otherwise be entitled to a holiday but is on leave without pay will receive compensation for the holiday provided he or she has been in pay status for eighty (80) non-overtime or non-standby hours during the month, not counting the holiday. Compensation for holidays other than full-time employees during leave without pay will be proportionate to the time in pay status required for full-time employment. The employee must be employed before and after the holiday and for a period of at least twelve (12) calendar days during the month in addition to the holiday.

#### **20.3** Holiday Designation

## A. <u>Monday-Friday Schedule</u>

For full-time employees with a Monday-through-Friday work schedule, when a holiday falls on a Saturday, the Friday before will be the holiday, and when a holiday falls on a Sunday, the following Monday will be the holiday.

#### B. All Other Schedules

For full-time employees who do not have a Monday-through-Friday work schedule, when a holiday falls on the employee's scheduled workday that day will be considered the holiday. When a holiday falls on the employee's scheduled day off, the Employer will treat the employee's workday before or after as the holiday.

## C. Night Shift Employees

The holiday for night shift employees whose schedule begins on one (1) calendar day and ends on the next will be determined by the Employer. It will start either at the beginning of the scheduled night shift that begins on the calendar holiday or the beginning of the shift that precedes the

calendar holiday. The decision will be the same for all employees in a facility unless there is agreement to do otherwise between the Employer and one (1) or more affected employees, or with the Union, which will constitute agreement of the employees.

## 20.4 Personal Holidays

#### A. Eligibility

An employee may choose one (1) workday as a personal holiday to take off with pay during the calendar year if the employee has been or is scheduled to be continuously employed by the state for more than four (4) months.

#### B. Release for Personal Holiday

An employee who is scheduled to work less than six (6) continuous months over a period covering two (2) calendar years will receive only one (1) personal holiday during this period. The Employer will release the employee from work on the day selected as the personal holiday if:

- 1. The employee has given at least fourteen (14) calendar days' written notice to the supervisor; provided, however, the employee and the supervisor may agree upon an earlier date; and
- 2. The number of employees selecting a particular day off does not prevent the agency from providing continued public service.

## C. Carryover

Personal holidays must be taken during the calendar year or the entitlement to the day will lapse, except that the entitlement will carry over to the following year when an otherwise qualified employee has requested a personal holiday and the request has been denied. The employee will attempt to reschedule his or her personal holiday during the balance of the calendar year. If he or she is unable to reschedule the day, it will be carried over to the next calendar year.

## D. Multiple Requests

The Agency may establish qualifying policies for determining which of the requests for a particular date will or will not be granted when the number of requests for a personal holiday will impair operational necessity.

## E. Compensation for Part-Time Employees

Part-time employees who are employed during the month in which the personal holiday is taken will be compensated for the personal holiday in an amount proportionate to the time in pay status during the month to that required for full-time employment.

## F. Compensation for Full-Time Employees

A personal holiday for full-time employees will be equivalent to their work shift on the day selected for personal holiday absence.

#### G. <u>Donation of Personal Holiday for Shared Leave</u>

Part or all of a personal holiday may be donated as shared leave, in accordance with Article 25, Shared Leave. Any portion of a personal holiday that remains or is returned to the employee will be taken in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in Subsections B, C, and D above.

## H. Use of Personal Holiday for Family Care

Upon request, an employee will be approved to use part or all of his or her personal holiday for the care of family members as required by the Family Care Act, WAC 296-130. Any portion of a personal holiday that remains will be taken by the employee in one (1) absence, not to exceed the work shift on the day of the absence, subject to the request and approval as described in Subsections B, C, and D above.

# ARTICLE 21 VACATION LEAVE

#### 21.1 Vacation Leave Accrual

After six (6) months of continuous state employment, full-time and part-time employees will be credited monthly with the vacation leave they accrued during the previous six (6) months, according to the rate schedule and vacation leave accrual below. Thereafter, full-time and part-time employees will be credited with vacation leave accrued monthly, according to the rate schedule and vacation leave accrual below. Full-time employees will accrue vacation leave according to the rate schedule below under the following conditions:

- A. The employee must be employed for fifteen (15) calendar days or more during the month.
- B. All time in paid status counts towards the minimum requirement, and any leave without pay taken during the month will not be counted toward the minimum requirement.
- C. Vacation leave credit for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

Full Years of	Hours Per Year
Service	
During the first year of current continuous	12 days (96 hours)
employment	
During the second year of current continuous	13 days (104 hours)
employment	
During the third and fourth years of current	14 days (112 hours)
continuous employment	
During the fifth, sixth, and seventh years of	15 days (120 hours)
current continuous employment	
During the eighth, ninth, and tenth years of total	16 days (128 hours)
employment	
During the eleventh year of total employment	17 days (136 hours)
During the twelfth year of total employment	18 days (144 hours)
During the thirteenth year of total employment	19 days (152 hours)
During the fourteenth year of total employment	20 days (160 hours)
During the fifteenth year of total employment	21 days (168 hours)
During the sixteenth year of total employment	22 days (176 hours)
and after	

#### 21.2 Accumulation

Employees may accumulate maximum vacation balances not to exceed two hundred forty (240) hours. However, there are two (2) exceptions that allow vacation leave to accumulate above the maximum:

- A. If an employee's request for vacation leave is denied by the Employer, and the employee is close to the vacation leave maximum, the agency may file an exception to the maximum with the Department of Personnel. If the agency files the exception, the employee's vacation leave maximum will be extended for each month that the Employer must defer the employee's request for vacation leave.
- B. An employee may also accumulate vacation leave days in excess of two hundred forty (240) hours as long as the employee uses the excess balance prior to his or her anniversary date. Any leave in excess of the maximum that is not deferred in advance of its accrual as described above, will be lost on the employee's anniversary date.

#### 21.3 Coordination of Leave

Holidays that occur during vacation periods will be considered as holidays and not charged as vacation days.

## 21.4 Vacation Leave Availability

The Employer will post a chart on November 15 of each calendar year that indicates the number of employees within each job classification who may be approved scheduled leave for a given period of time. This chart will be posted in a readily accessible area, e.g. Shift office, Food Managers office, Nurses Station, by job classification and will remain posted until January 1.

#### 21.5 Relief Limitations

Vacations will be scheduled within the limitations of the authorized relief allocated for each shift. In those cases where the authorized relief is shared between shifts within a job classification, vacations will be scheduled based on seniority of all employees within the job classification.

#### 21.6 Vacation Selection

Beginning January 2 of each calendar year, employees will be scheduled a time, based on seniority, to select up to three (3) segments of available vacation leave during the time period of April 1 through March 31. A "segment" is one (1) or more contiguous days of vacation leave. Any segment which begins on any day between June 1 and August 31 inclusive will not exceed more than ten (10) consecutive days of vacation leave, provided that an employee may select contiguous segments of vacation leave. Off-shift times to select a vacation will not be considered as "time worked" for purposes of computing call back or overtime. If an employee is unable to be present during their scheduled time they may make their choice by telephone, or another individual with written documentation of designation, may select a vacation segment(s) for the employee. If the employee fails to select their vacation during his/her assigned time, the Employer may proceed with scheduling. The employee will be provided an opportunity to select his or her segment(s) at a later date when he or she is available. The Employer will publish the vacation schedule by March 1, after considering requests, as well as agency program needs.

## 21.7 Supplemental Requests

Nothing in the above paragraphs will preclude the right of an employee to request vacation leave or his or her personal holiday at any time. The Employer will consider said request in relation to authorized relief, program needs and the existing published vacation schedule, all of which will take precedence. These requests will be resolved on a first-come, first-serve basis. Employees will complete a Leave Request Form for any such vacation leave taken immediately upon his or her return to work.

#### 21.8 Adequate Leave

Employees will not request or be authorized to take scheduled vacation leave if they do not have sufficient vacation leave to cover such absence.

#### 21.9 Vacation Callback

No employee on approved vacation leave will be required to return to his or her place of employment until the scheduled leave has ended, except in an emergency situation.

## **21.10** Vacation Cancellation by Management

Each employee will be granted vacation for the time stipulated on the vacation schedule, except that Local Management with reasonable notice, may cancel or otherwise adjust vacation periods in an emergency. Employees whose leave has been cancelled or adjusted will be allowed to request alternative leave dates pursuant to Article 21.7.

#### **21.11** Vacation Cancellation by Employee

Employee requested cancellations of any portion of an approved segment to the annual vacation schedule must be submitted in writing no later than thirty (30) calendar days in advance of his or her scheduled vacation except in bona fide emergencies. The request is subject to approval by the Employer.

## 21.12 Additional Approved Vacation Leave

Accrued vacation time, not to exceed two (2) shifts in any calendar year, will be granted to an employee with thirty (30) calendar days written notification by the employee. Such time off must normally be granted provided:

- A. Such leave will be used in increments of not less than one (1) shift.
- B. Supervisory denials of the use of such leave are subject to the review of the Superintendent at the employee's written request.

#### 21.13 Transfer, Promotion, Demotion

An employee who is transferred, promoted, or demoted between institutions may not be able to retain his or her approved vacation schedule. An employee who is transferred, promoted, or demoted within his or her institution will retain his or her approved vacation schedule. Employees who request adjustments to their approved segments due to a change in work schedule, will submit such request within thirty (30) calendar days from the date of the schedule change, when possible.

#### 21.14 Selection of Paid Leave

An employee will use and exhaust all compensatory time prior to the use of vacation leave, unless that would cause the employee to exceed the two hundred forty (240) hour vacation leave maximum on his or her anniversary date.

## **21.15** Cashout

Upon separation from service, an employee who resigns with fourteen (14) calendar days notice, retires, is laid off, is terminated by the Employer, or upon death, will be paid for all unused vacation leave at the employee's current salary.

# ARTICLE 22 MISCELLANEOUS LEAVE

#### **22.1** Court or Administrative Leave

The time spent by an employee on behalf of the Employer in court or at an administrative hearing will be considered time worked. Travel and per diem expenses will be paid by the Employer. Employees will promptly inform the Employer when they receive a subpoena. A subpoenaed employee will receive paid leave during scheduled work time to appear as a witness in a court or administrative hearing for work related cases unless he or she is a party in the matter and is not represented by the Attorney General's Office of the State of Washington, or has an economic interest in the matter. This section does not apply to proceedings conducted under the grievance and arbitration procedure of this Agreement.

## 22.2 Jury Duty

Employees will receive paid leave and be allowed to retain any compensation paid to them for their jury duty service. Employees will promptly inform the Employer when notified of his or her jury duty summons. If selected to be on a jury, employee-requested shift schedule changes may be approved to accommodate jury duty service. If employees are released from jury duty and there are more than two (2) hours remaining on the work shift, they may be required to return to work.

#### 22.3 Military Leave and Notification

Employees will notify the Employer of their fifteen (15) working days active duty training no later than October 31 of each year for the following calendar year. All other military duty dates (to include weekend drills) will be submitted to the Employer upon receipt of such orders. Employees will attempt to schedule the leave on their regular days off. In accordance with RCW 38.40.060, employees will be granted fifteen (15) working days paid leave to be used for active duty or active duty training, to include weekend drills. In addition to the fifteen (15) working days of paid leave granted to employees for active duty or active duty training, unpaid military leave will be granted in accordance with RCW 38.40.060 and applicable federal law. Employees on military leave will be entitled to reinstatement at the end of such service as provided in RCW 73.16 and federal law.

## 22.4 Employee Advisory Service

Employees will receive paid leave to receive an initial assessment from the Employee Advisory Service.

## 22.5 State Examinations and Interviews

When approved, employees will receive paid leave during a scheduled work day for examinations or interviews for state employment.

#### 22.6 Family Care

Employees will be authorized to use sick leave or other paid time off to care for a sick family member as required by the Family Care Act, WAC 296-130.

## ARTICLE 23 SICK LEAVE

#### 23.1 Sick Leave Accrual

Full-time employees will accrue eight (8) hours of sick leave under the following conditions:

- A. The employee must be employed for fifteen (15) calendar days or more during the month.
- B. All time in paid status counts towards the minimum requirement, and any leave without pay taken during the month will not be counted toward the minimum requirement.
- C. Sick leave credit for other than full-time employees will be computed and accrued in an amount proportionate to the time the employee is in pay status during the month to that required for full-time employment.

#### 23.2 Sick Leave Use

Sick leave will be charged in one tenth (1/10<sup>th</sup>) of an hour increments and may be used for the following reasons:

- A. Illness, injury or disability of the employee or for preventative health care, including medical or dental appointments.
- B. Exposure of the employee to contagious disease when attendance at work would jeopardize the health of others.
- C. Disability of the employee due to pregnancy or childbirth.
- D. The serious health condition of an eligible employee under the Family and Medical Leave Act.
- E. To provide care to a child with a health condition requiring treatment or supervision as required by the Family Care Act, WAC 296-130.
- F. Preventative health care of relatives or household members up to one (1) day for each occurrence, or as extended by the Agency.
- G. Illness of a child.
- H. Illness of relatives or household members, up to five (5) days for each occurrence as extended by the Employer.

I. A death of any relative or member of the employee's household that requires the employee's absence from work. Sick leave use for bereavement is limited to three (3) days or as extended by the Agency for travel.

For purposes of this Article, relatives are defined for this purpose as spouse, significant other, child or grandchild (including foster and adopted children and grandchildren), parent, parent-in-law, child-in-law, grandparent, sibling, aunt, uncle, niece, nephew, first cousin, sibling-in-law, and corresponding relatives of the employee's spouse or significant other.

## 23.3 Use of Vacation Leave for Sick Leave Purposes

An employee will have an option of utilizing any or all vacation leave in lieu of sick leave. When an employee has exhausted all accrued sick leave, the Employer, when requested by the employee, may authorize a leave without pay.

#### 23.4 Restoration of Vacation Leave

In the event that an employee is injured or becomes ill while on vacation leave, the employee may submit a written request to use sick leave and have the equivalent amount of vacation leave restored. The supervisor may require a written medical certificate.

### 23.5 Holidays During Sick Leave Periods

Holidays that occur during sick leave periods will be paid as a holiday and not charged as a sick leave day.

#### 23.6 Sick Leave Reporting and Verification

An employee must promptly notify his or her supervisor on the first day of sick leave and each day thereafter, unless there is mutual agreement to do otherwise. If the employee is in a position where a relief replacement is necessary, the employee will notify his or her supervisor at least two (2) hours prior to his or her scheduled time to report to work. Employees will notify their supervisor of scheduled medical appointments. The notice will be provided not less than seventy-two (72) hours, if possible, of the employee scheduling the appointment. The Employer may require a physician's statement or on-going medical verification under any of the following circumstances:

- A. Any illness which causes an employee to be absent for more than five (5) consecutive work days, or;
- B. The employee has demonstrated a pattern (e.g. unscheduled leave use before or after a scheduled day off) in the use of unscheduled leave, or;
- C. To assess whether the employee is seeking to return to work too soon following an illness or injury, or;

- D. To assess whether it is necessary to protect co-workers or clients from contagious illness; or
- E. As provided in Article 17.

In those cases where an employee is returning to work after an absence of more than five (5) sick days, the Employer may require written certification from the employee's health care provider that the employee is able to return to work and perform the essential functions of the job with or without reasonable accommodation. In those cases where a health care provider is releasing an employee to work with restrictions, notification will be provided to the institution/regional office twenty-four (24) hours prior to the employee's scheduled work shift in order for the Employer to determine if work is available for the employee within their existing job classification. The Employer will approve available accrued leave for the employee during the process of evaluating accommodation options.

## 23.7 Unscheduled Leave Use: References in Performance Evaluation

An employee's use of unscheduled leave may be referred to in an employee's performance evaluation when leave abuse has been documented or:

- A. The employee has demonstrated a pattern (e.g. unscheduled leave use before or after a scheduled day off) in their use of unscheduled leave, or;
- B. The employee calls in sick after being denied vacation leave, compensatory time, or authorized leave without pay.

However, the mere utilization by an employee of a set number of hours of leave will not be sufficient to establish that an employee is abusing sick leave. The employee will be afforded an opportunity to explain the circumstances surrounding his/her unscheduled leave use prior to any reference being placed in the employee's performance evaluation. If reference is made to use of unscheduled leave in the employee's performance evaluation, the employee will be permitted to submit a statement of rebuttal.

#### 23.8 Unscheduled Leave Abuse: Medical Verification

When the Employer suspects unscheduled leave abuse, the employee will be provided the opportunity to explain the circumstances surrounding his/her unscheduled leave use prior to placing the employee on medical verification. A medical verification requirement will only be made by the Appointing Authority or designee. When an employee has been placed on medical verification, the employee may request a review of the requirement after ninety (90) calendar days. The employee will be advised of the Appointing Authority's decision following the review.

#### 23.9 No Additional Documentation or Justification Required

Employees will not be required to document or justify any leave taken due to illness for themselves or a family member after thirty (30) calendar days from the date of return from a specific absence, provided the requirements of this Article have been followed.

#### 23.10 Leave Request Form After Absence

Employees will complete a Leave Request form for any unscheduled leave taken immediately upon his or her return to work. The employee will state the general reason or circumstance for leave requested on the form. Failure to properly complete and submit a leave slip within the pay period may result in the absence being treated as an unauthorized leave without pay.

#### 23.11 Sick Leave Annual Cashout

Each January, employees are eligible to receive payment on a one (1) hour for four (4) hour basis for ninety-six (96) hours or less of their accrued sick leave, if:

- A. Their sick leave balance at the end of the previous calendar year exceeds four hundred and eighty (480) hours;
- B. The converted sick leave hours do not reduce their previous calendar year sick leave balance below four hundred and eighty (480) hours; and
- C. They notify their payroll office by January 31<sup>st</sup> that they would like to convert their sick leave hours earned during the previous calendar year, minus any sick leave hours used during the previous year, to cash.

All converted hours will be deducted from the employee's sick leave balance.

#### 23.12 Sick Leave Separation Cashout

At the time of retirement from State service or at death, an eligible employee or the employee's estate will receive payment for his or her total sick leave balance on a one (1) hour for four (4) hours basis. For the purposes of this section, retirement will not include "vested out of service" employees who leave funds on deposit with the retirement system. In accordance with State and Federal law, agencies and employees in bargaining units may agree to form Voluntary Employee Beneficiary Associations (tax-free medical spending accounts) funded by the retiree sick leave cash out described above.

### 23.13 Reemployment

Former state employees who are re-employed within five (5) years of leaving state service will be granted all unused sick leave credits they had at separation.

## ARTICLE 24 FAMILY AND MEDICAL LEAVE

#### 24.1 Eligibility

- A. Consistent with the federal Family and Medical Leave Act of 1993 (FMLA), an employee who has worked for the state for at least twelve (12) months and for at least one thousand two hundred fifty (1,250) hours during the twelve (12) months prior to the requested leave is entitled to up to twelve (12) workweeks of FMLA leave in a twelve (12) month period for any combination of the following:
  - 1. Parental leave for the birth and to care for a newborn child or placement for adoption or foster care of a child and to care for that child; or
  - 2. Personal medical leave due to the employee's own serious health condition that requires the employee's absence from work; or
  - 3. Family medical leave to care for a spouse, child, or parent who suffers from a serious health condition that requires on-site care or supervision by the employee.
- B. Entitlement to FMLA leave for the care of a newborn child or newly adopted or foster child ends twelve (12) months from the date of birth or the placement of the foster or adopted child.
- C. The one thousand two hundred fifty (1,250) hour eligibility requirement noted above does not count paid time off such as time used as vacation leave, sick leave, personal holidays or shared leave.

## 24.2 Length of Leave

The twelve (12) week FMLA leave entitlement is available to the employee, provided that the eligibility requirements listed in Section 24.1 are met. The FMLA leave entitlement period will be a rolling twelve (12) month period measured forward from the date an employee begins FMLA leave. Each time an employee takes FMLA leave during the twelve (12) month period, the leave will be subtracted from the twelve (12) weeks of available leave.

#### 24.3 Health Insurance Benefits

The Employer will continue the employee's existing employer-paid health insurance benefits during the period of leave covered by FMLA. The employee will be required to pay his or her share of health care premiums.

#### 24.4 Designation and Concurrent Leave

The Employer has the authority to designate absences that meet the criteria of the FMLA. The use of any paid or unpaid leave for an FMLA-qualifying event will run concurrently with, not in addition to, the use of the FMLA for that event. Employees will be required to exhaust all paid leave prior to using any leave without pay, except for FMLA leave for a work-related injury or illness. Leave for a work-related injury, covered by workers' compensation or assault benefits, will also run concurrently with the FMLA.

#### 24.5 Parental Leave

- A. Parental leave will be granted to the employee for the purpose of bonding with his or her natural newborn, adoptive or foster child. Parental leave may extend up to six (6) months, including time covered by the FMLA, during the first year after the child's birth or placement. Leave beyond the period covered by the FMLA may only be denied by the Employer due to operational necessity. Such denial may be grieved beginning at Step 1 of the grievance procedure outlined in Article 9.
- B. Parental leave may be a combination of the employee's accrued vacation leave, sick leave for pregnancy disability or other qualifying events, personal holiday or leave without pay.

#### 24.6 Serious Health Condition Leave

Serious health condition leave consistent with the requirements of the FMLA will be granted to an employee in order to care for a spouse, child, or parent who suffers from a serious medical condition that requires on-site care or supervision by the employee. Personal medical leave consistent with the requirements of the FMLA will be granted to an employee for his or her own serious health condition that requires the employee's absence from work. The Employer will require that such personal medical leave or serious health condition leave be supported by certification from the employee's or family member's health care provider.

#### 24.7 Intermittent Leave

Personal medical leave or serious health condition leave covered by the FMLA may be taken intermittently when certified as medically necessary.

#### 24.8 Return to Work

Upon returning to work after the employee's own FMLA-qualifying illness, the employee will be required to provide a fitness for duty certification from a health care provider.

## 24.9 Employee's Notification Requirement

The employee will provide the Employer with not less than thirty (30) days' notice before the FMLA leave is to begin. If the need for the leave is unforeseeable thirty (30) days in advance, then the employee will provide such notice as soon as feasible.

## ARTICLE 25 SHARED LEAVE

## **25.1** Eligibility to Participate

State employees may donate vacation leave, sick leave, or personal holidays to a fellow state employee who has been called to service in the uniformed services or who is suffering from or has a relative or household member suffering from an extraordinary or severe illness, injury, impairment or physical or mental condition which has caused or is likely to cause the employee to take leave without pay or terminate his or her employment. An employee is eligible to request participation in the shared leave program when the employee is able to use accrued vacation leave, sick leave or a personal holiday. For purposes of the state leave-sharing program, the following definitions apply:

- A. Employee means any employee who is entitled to accrue sick leave or vacation leave and for whom accurate leave records are maintained.
- B. Employee's relative is limited to the employee's spouse, child, stepchild, grandchild, grandparent or parent.
- C. Household members are defined as persons who reside in the same home who have reciprocal duties to and do provide financial support for one another. This term will include foster children and legal wards even if they do not live in the household. The term does not include persons sharing the same general house, when the living style is primarily that of a dormitory or commune.
- D. Severe or extraordinary condition is defined as serious or extreme and/or life threatening.
- E. Service in the uniformed services means the performance of duty on a voluntary or involuntary basis in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time national guard duty including state-ordered active duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty.

## 25.2 Eligibility to Receive Shared Leave

An employee may be eligible to receive shared leave under the following conditions:

A. The employee's agency head determines that the employee meets the criteria described in this section.

- B. For work related illness or injury, the employee has diligently pursued and been found to be ineligible for benefits under RCW 51.32 if the employee qualifies under Section 25.3.
- C. The employee has abided by agency policy regarding the use of sick leave if the employee qualifies under Section 25.3.
- D. The employee has abided by agency policies regarding the use of vacation leave and paid military leave if the employee qualifies under Section 25.3.
- E. Donated leave is transferable between employees in different state agencies with the agreement of both agency heads.

## 25.3 Eligibility to Donate Shared Leave

An employee may donate vacation leave, sick leave or personal holiday to another employee only under the following conditions:

- A. The receiving employee:
  - 1. Suffers from, or has a relative or household member suffering from an illness, injury, impairment, or physical or mental condition which is of an extraordinary or severe nature; or
  - 2. The receiving employee has been called to service in the uniformed services.
- B. The illness, injury, impairment, condition or call to service has caused, or is likely to cause, the receiving employee to:
  - 1. Go on leave without pay status; or
  - 2. Terminate state employment.
- C. The receiving employee's absence and the use of shared leave are justified.
- D. The receiving employee has depleted or will shortly deplete his or her:
  - 1. Vacation leave and sick leave reserves if the employee qualifies under Section 25.3; or
  - 2. Vacation leave and paid military leave allowed under RCW 38.40.060 if the employee qualifies under Section 25.3.
- E. The agency head permits the leave to be shared with an eligible employee.

- F. The donating employee may donate any amount of vacation leave provided the donation does not cause the employee's vacation leave balance to fall below eighty (80) hours. For part-time employees requirements for annual leave balances will be prorated.
- G. Employees may not donate excess vacation leave that the donor would not be able to take due to an approaching anniversary date.
- H. The donating employee may donate any specified amount of sick leave provided the donation does not cause the employee's sick leave balance to fall below one hundred seventy-six (176) hours after the transfer. For purposes of sick leave donation, a day equals the donor's monthly sick leave accrual.
- I. The donating employee may donate all or part of a personal holiday. Any portion of a personal holiday that is not used will be returned to the donating employee.

#### 25.4 Amount Received

The agency head will determine the amount of donated leave an employee may receive and may only authorize an employee to use up to a maximum of two hundred sixty-one days of shared leave during total state employment, except that a nonpermanent or on-call employee who is eligible to use accrued leave or personal holiday may not use shared leave to extend their planned employment period. On-call employees may request and receive shared leave hours equal to the number of hours they worked in the ninety (90) calendar days preceding the date of the shared leave request.

## 25.5 Medical/Military Certificate

The agency head will require the employee to submit, prior to approval or disapproval, a medical certificate from a licensed physician or health care practitioner verifying the severe or extraordinary nature and expected duration of the condition when the employee is qualified under Section 25.3. The agency head will require the employee to submit, prior to approval or disapproval, a copy of the military orders verifying the employee's required absence when the employee is qualified for shared leave under Section 25.3.

## 25.6 Use for Specified Purposes

Any donated leave may only be used by the recipient for the purposes specified in this section.

## 25.7 Receiving Employee's Salary

The receiving employee will be paid his or her regular rate of pay; therefore, one hour of shared leave may cover more or less than one hour of the recipient's salary. The calculation of the recipient's leave value will be in accordance with Office of Financial Management policies, regulations and procedures. The dollar

value of the leave is converted from the donor to the recipient. The leave received will be coded as shared leave and be maintained separately from all other leave balances.

#### 25.8 Exhaustion of Paid Leave

All forms of paid leave available for use by the recipient must be used prior to using shared leave when qualified under Section 25.3. All forms of paid leave, except sick leave, available for use by the recipient must be used prior to using shared leave when qualified under Section 25.3.

#### 25.9 Return of Unused Leave

Any shared leave not used by the recipient during each incident/occurrence as determined by the agency director will be returned to the donor(s). The shared leave remaining will be divided among the donors on a prorated basis based on the original donated value and returned at its original donor value and reinstated to each donor's appropriate leave balance. The return will be prorated back based on the donor's original donation.

## **25.10** Voluntary Donation

All donated leave must be given voluntarily. No employee will be coerced, threatened, intimidated or financially induced into donating leave for purposes of this program.

#### 25.11 Records

The agency will maintain records which contain sufficient information to provide for legislative review.

#### 25.12 No Repayment

An employee who uses leave that is transferred under this section will not be required to repay the value of the leave that he or she used.

## ARTICLE 26 LEAVE WITHOUT PAY

## **26.1** Mandatory Leave Without Pay

Leave without pay will be granted for the following reasons:

- A. Family and Medical Leave (Article 24);
- B. Compensable work-related injury or illness leave; and
- C. Military leave.

## **26.2** Permissive Leave Without Pay

Leave without pay may be granted for the following reasons:

A. Educational Leave;

- B. Governmental Service Leave (not to exceed two years);
- C. Child Care and Elder Care Emergency Leave;
- D. U.S. Public Health Service and Peace Corps leave;
- E. Leave necessary to reasonably accommodate a disability as required by State or Federal law;
- F. Leave taken voluntarily to reduce the effect of a layoff (Article 35).
- G. Leave to serve as a Union Business Representative, to serve in collective bargaining negotiations, or to serve on the Grievance Resolution Panel;
- H. Conditions applicable for leave with pay; and
- I. As otherwise provided for in this Agreement.

#### **26.3** Time Limitations

Permissive leave without pay for reasons specified in Section 26.2 will be limited to twelve (12) months or fewer in any consecutive five-year period, except education and governmental service leave.

## 26.4 Returning Employee Rights

Employees returning from authorized leave without pay will be employed in the same position or in another position in the same job classification and the same geographical area, as determined by the Employer, provided that such return to employment is not in conflict with other articles in this Agreement.

#### 26.5 Compensable Work-Related Injury or Illness Leave

An employee who sustains a work-related injury or illness that is compensable under the state workers' compensation law may select time-loss compensation exclusively or leave payments in addition to time-loss compensation, including shared leave in accordance with Article 25, Shared Leave. Employees who take sick leave during a period in which they receive time-loss compensation will receive full sick leave pay, minus any time-loss benefits. Employees who take vacation leave or who use compensatory time during a period in which they receive time-loss compensation will receive full vacation leave pay or compensatory time in addition to any time loss payments, unless the employee is receiving assault benefit compensation equal to full pay. Leave for a work-related injury, covered by workers' compensation or assault benefits, will run concurrently with the FMLA.

## **26.6** Childcare and Elder Care Emergencies

Leave without pay may be granted for childcare or elder care emergencies and is limited to a maximum of three (3) days per calendar year. Paid leave may also be used for childcare and elder care emergencies, subject to the limitations above.

#### ARTICLE 27

## SEVERE INCLEMENT WEATHER/NATURAL DISASTER LEAVE

#### 27.1 Release and/or Reassignment

If the Employer determines that an institution, office, or work location is non-operational due to severe inclement weather or natural disaster, the Employer may release non-emergency employees with no loss of pay during the disruption of service or may temporarily layoff employees in accordance with the terms of this Agreement. Non-emergency employees may be reassigned to a similar position at locations within a reasonable driving distance from the non-operational location during the disruption of services.

## 27.2 No Additional Compensation

Employees who work their normal hours during the disruption will not receive additional compensation.

## 27.3 Grace Period and Leave Usage for Tardiness

Employees who report to work late due to severe inclement weather or natural disaster will be allowed up to one (1) hour of paid time. If a work location remains fully operational but an employee is unable to report to work or remain at work because of severe inclement weather or a natural disaster or an employee is late in excess of one (1) hour, the employee may elect to use the following in the order listed:

- A. Compensatory time;
- B. Accrued vacation leave;
- C. Accrued sick leave, up to a maximum of three (3) days in any calendar year.

An employee will only be allowed to use sick leave if he or she has no compensatory time or vacation leave balance. Upon request, employees will be approved to use leave without pay in lieu of vacation or sick leave.

## ARTICLE 28

## FITNESS FOR DUTY AND DISABILITY SEPARATION

#### 28.1 Disability Separation

The Agency may separate an employee if the employee requests separation due to disability, or when the agency has medical documentation demonstrating that the employee is unable to perform the essential functions of the employee's position

due to a mental, sensory or physical disability which cannot be reasonably accommodated and when there is no other available position that the employee can perform with or without a reasonable accommodation. The disability separation will be conducted consistent with Agency policy.

#### 28.2 Reemployment

An employee separated due to disability will be placed in the General Government Transition Pool Program if he or she submits a written request for reemployment and has met the reemployment requirements of the WAC regulations relating to reemployment and reasonable accommodation.

#### 28.3 Grievance Process

Disability separation is not a disciplinary action. An employee who has been involuntarily separated due to disability may grieve his or her disability separation in accordance with Article 9.

## ARTICLE 29 PERSONNEL AND WORKING FILES

## 29.1 Personnel File and Working File

The Employer will maintain an official personnel file for each employee. The immediate supervisor may also keep a working file for annual performance evaluation purposes. All working file material will be purged after completion of the employee's annual performance evaluation. The Employer will maintain an official personnel file for each employee in accordance with agency policy.

## 29.2 Personnel and Working File Material

Employees must be provided with a copy of all material placed in their official personnel file related to their job performance. Material placed into the supervisor's working file related to job performance will be brought to the employee's attention. The employee may provide a written rebuttal to any information in the file that the employee considers objectionable. All material placed in the employee's personnel file relating to misconduct will be removed when the employee has been fully exonerated of wrongdoing. The Employer may retain this information in a legal defense file.

## 29.3 Information and Access

Employees have the right to access their own personnel file. Before any representative of the employee will be granted access to an employee's personnel file, the employee must provide written authorization. The employee and/or representative may not remove any contents of the employee's personnel file. However, an employee and/or representative may request copies of materials in the personnel file. The Employer may charge a reasonable fee for copying any materials beyond the first copy requested by the employee and/or representative.

#### 29.4 Disclosure of Personnel File Information

Upon receipt of any court order, subpoena or public disclosure request seeking documents from an employee's personnel file, the Employer will notify the employee. In such circumstances, the appointing authority or designee will provide the affected employee with a copy of the order, subpoena or request. The employee will also be provided a copy of the documents from the personnel file to be disclosed in advance of its disclosure so that the employee may seek a protective order for the information.

## ARTICLE 30 PERFORMANCE EVALUATIONS

## 30.1 Objective

The performance evaluation process gives supervisors an opportunity to discuss performance goals with their employees and review their performance with regard to those goals. Supervisors should then provide support to employees in their professional development, so that skills and abilities can be aligned with agency requirements. The purpose of the evaluation is to inform the employee of the supervisor's perception of the employee's job performance and to enhance communication between the employee and supervisor. Performance evaluations should be substantive in their review of an employee's performance.

## 30.2 Frequency

Employee work performance will be evaluated during probationary and trial service periods and at least annually thereafter. The annual evaluation will be completed during the sixty (60) day period following the employee's anniversary date. The evaluation will be considered completed on the date it is signed by the evaluating supervisor.

#### 30.3 Process

Immediate supervisors will meet with employees at the start of their review period to discuss performance standards. Discussions between the employee and the supervisor will occur throughout the evaluation period, in order to recognize accomplishments and address performance issues in a timely manner. Employees will receive copies of their performance standards as well as notification of any modifications made during the review period. Performance discussions will be conducted in a confidential setting.

#### **30.4** Documentation and Review

The performance evaluation process will include, but not be limited to, a written performance evaluation on forms used by the Employer, the employee's signature acknowledging receipt of the forms, and any comments or rebuttal by the employee. A copy of the performance evaluation will be provided to the employee at the time of the review. Upon request, the employee will be entitled to Union representation during such review. The role of the representative is that

of an observer and advisor to the employee. The original performance evaluation forms, including the employee's comments or rebuttal, will be maintained in the employee's personnel file.

## 30.5 Grievance Rights

The evaluation process is subject to the grievance procedure. However, the specific contents of performance evaluations are not subject to the grievance procedure.

## ARTICLE 31 CLASSIFICATION

#### 31.1 Classification Plan Revisions

The Employer will provide to the Union in writing any proposed changes to the classification plan, including descriptions for newly created classifications. The parties may then meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges. The Employer will assign newly created positions to the appropriate classification within the classification plan.

#### 31.2 Position Review

An individual employee who believes that the duties of his or her position have changed, or that his or her position is improperly classified may request a review according to the following procedure:

- A. The employee and or the employee's immediate supervisor will complete and sign the appropriate form.
- B. The supervisor will then send the completed form to the Local Human Resources Office. The Local Human Resources Office will review the completed form. A decision regarding appropriate classification will then be made by the Agency.
- C. In the event the employee disagrees with the reallocation decision of the Agency, or if the employee wishes to challenge any reallocation decision initiated by the Employer, he or she may appeal the Agency decision to the Director of the Department of Personnel within thirty (30) calendar days of being provided the results of a position review or the notice of reallocation. The Director of the Department of Personnel will then make a written determination which will be provided to the employee.
- D. The employee may appeal the determination of the Director of the Department of Personnel to the Personnel Appeals Board through December 31, 2005 and to the Washington Personnel Resources Board after December 31, 2005 within thirty (30) calendar days of being

provided the written decision of the Director of Personnel. The appropriate board will render a decision which will be final and binding.

E The effective date of a reallocation resulting from an employee request for a position review is the date the request was filed with the Agency.

## 31.3 Effect of Reallocation

## A. Reallocation to a Class With a Higher Salary Range

If the employee has performed the higher-level duties for at least twelve (12) months and meets the skills and abilities required of the position, the employee will remain in the position and retain existing appointment status. If the reallocation is the result of a change in the duties of the position and the employee has not performed the higher-level duties for at least twelve (12) months, the Employer must give the employee the opportunity to compete for the position if he or she possesses the required skills and abilities. If the employee is not selected for the position, or does not have the required skills and abilities, the layoff procedure specified in Article 35, Layoff and Recall of this Agreement applies. If the employee is appointed, he or she must serve a trial service period.

## B. Reallocation to a Class With an Equal Salary Range

If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35, Layoff and Recall of this Agreement applies.

## C. Reallocation to a Class With a Lower Salary Range

If the employee meets the skills and ability requirements of the position, the employee retains existing appointment status and has the right to be placed on the Employer's internal layoff list for the classification occupied prior to the reallocation. If the employee does not meet the skills and abilities requirements of the position, the layoff procedure specified in Article 35, Layoff and Recall of this Agreement applies.

#### 31.4 Salary Impact of Reallocation

An employee whose position is reallocated will have his or her salary determined as follows:

### A. Reallocation to a Class With a Higher Salary Range

Upon appointment to the higher class the employee's base salary will be increased as follows:

1. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advances to a step of the range for the new class, which is nearest to five percent (5%) higher than the amount of the pre-promotional step.

2. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class, which is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

## B. Reallocation to a Class With an Equal Salary Range The employee retains his or her previous base salary.

C. Reallocation to a Class With a Lower Salary Range

The employee will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will continue to be compensated at the salary he or she was receiving prior to the reallocation downward, until such time as the employee vacates the position or his or her salary falls within the new salary range.

#### 31.5 No Grievance Procedure

Decisions regarding appropriate classification will be reviewed in accordance with Article 31.2, and will not be subject to the grievance and arbitration procedure specified in this Agreement.

## ARTICLE 32 COMPENSATION

## 32.1 Pay Range Assignments

- A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "Washington State Salary Schedule for General Government and Higher Education Effective July 1, 2001" (State Salary Schedule) as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the State Salary Schedule that he or she was assigned on June 30, 2005.
- B. Effective July 1, 2005, all salary ranges and steps of the State Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix A, attached.
- C. Effective July 1, 2006, all salary ranges and steps of the State Salary Schedule which will become effective on July 1, 2005 will be increased by 2.9%, as shown in Compensation Appendix B, attached. This State Salary Schedule will remain in effect for twelve (12) months. At 11:59 p.m. on June 30, 2007, the July 1, 2005 State Salary Schedule shown in Compensation Appendix A will become effective.

D. Employees who are paid above the maximum for their range on the effective dates of the increases described in Subsections B and C above will not receive the specified increase to their current pay unless the new range encompasses their current rate of pay.

## 32.2 "N" Pay Range Assignments

- A. Effective July 1, 2005, each classification represented by the Union will continue to be assigned to the same salary range of the "N Range Salary Schedule Effective July 1, 2002" as it was assigned on June 30, 2005. Effective July 1, 2005, each employee will continue to be assigned to the same range and step of the "N" Range Salary Schedule that he or she was assigned on June 30, 2005.
- B. Effective July 1, 2005, all salary ranges and steps of the "N" Range Salary Schedule will be increased by 3.2%, as shown in Compensation Appendix C, attached.
- C. Effective July 1, 2006, all salary ranges and steps of the "N" Range Salary Schedule which will become effective on July 1, 2005 will be increased by 2.9%, as shown in Compensation Appendix D, attached. This "N" Range Salary Schedule will remain in effect for twelve (12) months. At 11:59 p.m. on June 30, 2007, the July 1, 2005 'N" Range Salary Schedule shown in Compensation Appendix C will become effective.
- D. Employees who are paid above the maximum for their range on the effective dates of the increases described in Subsections B, and C above will not receive the specified increase to their current pay un less the new range encompasses their current rate of pay.

### 32.3 Salary Survey to 25% of Prevailing Rate

Effective July 1, 2005, salaries for classifications found to be more than 25% behind prevailing rate, in accordance with the Department of Personnel's 2002 Salary Survey, will be brought to within 25% of prevailing rate as listed in Compensation Appendix E.

#### 32.4 Pay for Performing the Duties of a Higher Classification

- A. An employee who is designated, in writing, by the Employer to assume the duties of a higher classification for three (3) consecutive calendar days or more to a higher level classification whose range is less than six (6) ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.
- B. An employee who is designated, in writing, by the Employer to assume the duties of a higher classification for three (3) consecutive calendar days or more to a higher level classification whose range is six (6) or more

ranges higher than the range of the former class will be notified in writing and will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

C. Unless other on-duty employees are unavailable to work in the higher classification, an employee may refuse an assignment to work in the higher classification, except in those positions where the classification specification allows for the assignment of such duties.

## 32.5 Establishing Salaries for New Employees and New Classifications

- A. The Employer will assign newly hired employees to the appropriate range and step of the appropriate State Salary Schedules as described in 32.1 and 32.2.
- B. The salary of employees in classes requiring licensure as a registered nurse will be governed by the "N" Range Salary Schedule.
  - 1. An employee's experience as a registered nurse (RN) and/or licensed practical nurse (LPN), calculated as follows, will determine the placement of a nurse on the proper step within an "N" range:
    - a. RN experience will be credited year for year.
    - b. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1) year of RN experience, for a maximum credit of five (5) years.
- C. In the event the Employer creates new classifications during the term of this Agreement, the parties may meet to discuss the assignment of new bargaining unit classes or the reassignment of existing bargaining unit classes to pay ranges.

## 32.6 Periodic Increases

Employees will receive periodic increases as follows:

- A. Employees who are hired at the minimum step of the pay range will receive a two (2) step increase to base salary following completion of six (6) months of service, and an additional two (2) step increase annually thereafter, until they reach the top of the pay range. Employees governed by the "N" range salary schedule that have reached step K, will receive a one (1) step increase based on years of experience up to the maximum of the range.
- B. Employees who are hired above the minimum step of the salary range will receive a two (2) step increase annually, on their hire date, until they reach

the top of the pay range. Employees governed by the "N" range salary schedule that have reached step K, will receive a one (1) step increase based on years of experience up to the maximum of the range.

C. Employees in classes that have pay ranges shorter than a standard range will receive their periodic increases at the same intervals as employees in classes with standard ranges in accordance with A, above.

## 32.7 Salary Assignment Upon Promotion

- A. Employees promoted to a position in a class whose range is less than six (6) ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to five percent (5%) higher than the amount of the pre-promotional step.
- B. Employees promoted to a position in a class whose range is six (6) or more ranges higher than the range of the former class will be advanced to a step of the range for the new class that is nearest to ten percent (10%) higher than the amount of the pre-promotional step.

## C. <u>Geographic Adjustments</u>

The appointing authority may authorize more than the step increases specified in Subsections A and B above, when an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work. Such an increase may not result in a salary greater than the range maximum.

## D. <u>Promotions for Registered Nurses</u>

- 1. Promotional increases for classes requiring licensure as a registered nurse ("N" ranges) are calculated in the manner described below.
- 2. An employee who is promoted into or between classes, which have pay range "N" will advance to the step in the new range, as shown in the "N" Range Salary Schedule, as described in Section 32.2, which represents the greater of (a), (b) or (c) below.
  - a. Placement on the step which coincides with the employee's total length of experience as a registered nurse (RN) and/or licensed practical nurse (LPN). Experience will be credited as follows:
    - i. RN experience will be credited year for year.
    - ii. Up to ten (10) years LPN experience will be credited at the rate of two (2) years LPN experience equals one (1)

year of RN experience, for a maximum credit of five (5) years.

Or

b. Placement on the step of the new range, which is nearest to a minimum of five percent (5%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a five (5%) increase, but the amount must be on a step within the salary range for the class.

Or

- c. The appointing authority will advance an employee who is promoted under any one or more of the following conditions to the step of the range for the new class, which is nearest to a minimum of ten percent (10%) higher than the amount of the pre-promotional step. The appointing authority may authorize more than a ten percent (10%) increase, but the amount must be on a step within the salary range for the class.
  - *i*. When the employee is promoted to a class whose base range is six (6) or more ranges higher than the base range of the employee's former class.
  - *ii.* When the employee is promoted over an intervening class in the same class series.
  - *iii.* When the employee is promoted from one (1) class series to a higher class in a different series and over an intervening class in the new series, which would have represented a promotion.
  - *iv*. When an employee's promotion requires a change of residence to another geographic area to be within a reasonable commuting distance of the new place of work.

#### 32.8 Demotion

An employee who voluntarily demotes to another position with a lower salary range maximum will be placed in the new range at a salary equal to his or her previous base salary. If the previous base salary exceeds the new range, the employee's base salary will be set equal to the new range maximum.

#### 32.9 Transfer

A transfer is defined as an employee-initiated move of an employee from a position to another position within or between agencies in the same class or a different class with the same salary range maximum. Transferred employees will retain their current base salary.

#### 32.10 Reassignment

Reassignment is defined as an agency-initiated move of an employee within the agency from one position to another in the same class or a different class with the same salary range maximum. Upon reassignment, an employee retains his or her current base salary.

#### 32.11 Reversion

Reversion is defined as voluntary or involuntary movement of an employee during the trial service period to the class the employee most recently held permanent status in, to a class in the same or lower salary arrange, or separation placement onto the employer's internal layoff list. Upon reversion, the base salary the employee was receiving prior to promotion will be reinstated.

#### 32.12 Elevation

Elevation is defined as restoring an employee to the higher classification, with permanent status, which was held prior to being granted a demotion or to a class that is between the current class and the class from which the employee was demoted. Upon elevation, an employee's salary will be determined in the same manner that is provided from promotion in Section 32.8 above.

#### **32.13** Part-Time Employment

Monthly compensation for part-time employment will be pro-rated based on the ratio of hours worked to hours required for full-time employment. In the alternative, part-time employees may be paid the appropriate hourly rate for all hours worked.

#### 32.14 Callback

- A. Scheduled work period employees who are not notified prior to their scheduled quitting time, either to return to work after departing the work site or to change the starting time of their next scheduled work shift, will receive three (3) hours of pay at their basic salary, in addition to all other compensation due.
- B. Work site is defined as the employees' location(s) when the assigned work shift has begun until the work shift has ended; and when required, the employee is properly relieved.
- C. Scheduled work period employees will not be entitled to call back pay due to late relief. Once the Employer learns of a situation involving late relief, the Employer will notify the affected employee(s) as soon as possible.

D. Employees that are assigned to work overtime as a result of signing up on the volunteer sign-up list will not be entitled to call back compensation.

#### 32.15 Shift Premium

- A. For purposes of this section, the following definitions apply:
  - 1. Evening shift is a work shift of eight (8) or more hours which ends at or after 10:00 p.m.
  - 2. Night shift is a work shift or eight (8) or more hours which begins by 3:00 a.m.
- B. A basic shift premium of \$0.50 per hour will be paid to full-time employees under the following circumstances:
  - 1. Regularly scheduled evening and night shift employees are entitled to shift premium for all hours worked.
  - 2. Regularly scheduled day shift employees are not entitled to shift premium unless:
    - a. The employee's regular or temporary scheduled work shift includes hours after 6:00 p.m. and before 6:00 a.m. where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for those hours actually worked after 6:00 p.m. and before 6:00 a.m.
    - b. The employee is temporarily assigned a full evening or night shift where no overtime, schedule change pay, or callback compensation is received. Shift premium is paid only for all evening or night shift hours worked in this circumstance.
  - 3. Employees regularly scheduled to work at least one (1), but not all, evening and/or night shifts are entitled to shift premium for those shifts. Additionally, these employees are entitled to shift premium for all hours adjoining that evening or night shift which are worked.
- C. Part-time and on-call employees will be entitled to basic shift premium under the following circumstances:
  - 1. For all assigned hours of work after 6:00 p.m. and before 6:00 a.m.

- 2. For assigned full evening or night shifts, as defined in Subsection B.2 above.
- D. In cases where shift premium hours are regularly scheduled over a year, agencies may pay shift premium at a monthly rate which is equal for all months of the year. Monthly rates will be calculated by dividing twelve into the amount of shift premium an employee would earn in a year if the hourly rules in Subsection B.2 of this section were applied.
- E. When an employee is compensated for working overtime during hours for which shift premium is authorized in this section, the overtime rate will be calculated using the "regular rate".
- F. Employees eligible for shift premium for their regularly scheduled shifts will receive the same proportion of shift premium for respective periods of authorized paid leave and for holidays not worked which fall within their regularly scheduled shift.

## 32.16 Shift Premium for Registered Nurses and Related Classes

Registered nurses 1 through 4 and related job classes requiring licensure as a registered nurse, licensed practical nurse 1 through 3, mental health licensed practical nurse 2 through 4, and psychiatric security nurse will receive \$1.50 per hour shift differential for evening shift and night shift work.

## **32.17** Supplemental Shift Premium for Nurses

For the classes of registered nurse 1 through 4 and related job classes requiring licensure as a registered nurse, supplemental shift premium will be paid in the amounts and under the conditions described below. Employees may qualify for one (1) or both of these supplemental shift premiums.

- A. \$1.00 per hour during any hours assigned to work or while on paid leave from 11:00 p.m. until 7:00 a.m.
- B. \$3.00 per hour during any hours worked or while on paid leave from Friday midnight to Sunday midnight.
- C. Supplemental shift premiums are payable regardless of employment status and/or whether the work was prescheduled.
- D. Supplemental shift premiums are not payable during hours other than those specified.

#### **32.18 Standby**

A. An overtime-eligible employee is in standby status while waiting to be engaged to work by the Employer and both of the following conditions exist:

- 1. The employee is required to be present at a specified location or is immediately available to be contacted. The location may be the employee's home or other specific location, but not a work site away from home. When the standby location is the employee's home, and the home is on the same state property where the employee works, the home is not considered a work site.
- 2. The agency requires the employee to be prepared to report immediately for work if the need arises, although the need might not arise.
- B. Standby status will not be concurrent with work time.
- C. When the nature of a work assignment confines an employee during off duty hours and that confinement is a normal condition of work in the employee's position, standby compensation is not required merely because the employee is confined.
- D. Employees on standby status will be compensated at a rate of seven percent (7%) of their hourly base salary for time spent in standby status.
- E. Employees dispatched to emergency fire duty as defined by RCW 38.52.010 are not eligible for standby pay.

## 32.19 Relocation Compensation

- A. The Employer may authorize lump sum relocation compensation, within existing budgetary resources, under the following conditions.
  - 1. When it is reasonably necessary that a person make a domiciliary move in accepting a reassignment or appointment; or
  - 2. It is necessary to successfully recruit or retain a qualified candidate or employee who will have to make a domiciliary move in order to accept the position.
- B. If the employee receiving the relocation payment terminates or causes termination of his or her employment with the state within one (1) year of the date of employment, the state will be entitled to reimbursement for the moving costs which have been paid and may withhold such sum as necessary from any amounts due the employee. Termination as a result of layoff, or disability separation will not require the employee to repay the relocation compensation.

#### 32.20 Salary Overpayment Recovery

- A. When an agency has determined that an employee has been overpaid wages, the agency will provide written notice to the employee that will include the following items:
  - 1. The amount of the overpayment
  - 2. The basis for the claim
  - 3. The rights of the employee under the terms of this Agreement

## B. Method of Payback

The employee has the following options for paying back the overpayment:

- 1. Voluntary wage deduction
- 2. Cash
- 3. Check

The employee will have the option to repay the overpayment over a period of time equal to the number of pay periods during which the overpayment was made.

## C. Appeal Rights

Any dispute concerning the occurrence or amount of the overpayment will be resolved through the grievance procedure in Article 9 of this Agreement.

#### 32.21 Assignment Pay Provisions

Assignment pay is a premium added to base salary and is intended to be used only as long as the skills, duties, or circumstances it is based on are in effect.

- A. An Employer may grant assignment pay to a position to recognize specialized skill, assigned duties, and/or unique circumstances that exceed the ordinary. The Employer determines which positions qualify for premium.
- B. Classes approved for Assignment Pay have the letters "AP" appearing after their class title in the compensation plan. All Assignment Pay rates and Special Pay ranges and Notes are attached as Compensation Appendices F and G to this Agreement.

### 32.22 Dependent Care Salary Reduction Plan

The Employer agrees to maintain the current dependent care salary reduction plan that allows eligible employees, covered by this Agreement, the option to participate in dependent care reimbursement program for work-related dependent care expenses on a pretax basis as permitted by Federal tax law or regulation.

#### 32.23 Pretax Health Care Premiums

The Employer agrees to provide eligible employees with the option to pay for the employee portion of health premiums on a pretax basis as permitted by Federal tax law or regulation.

## 32.24 Medical/Dental Expense Account

Effective January 2006, the Employer agrees to allow insurance eligible employees, covered by this Agreement, to participate in a medical and dental expense reimbursement program to cover co-payments, deductibles and other medical and dental expenses, if employees have such costs, or expenses for services not covered by health or dental insurance on a pretax basis as permitted by Federal tax law or regulation.

## ARTICLE 33 HEALTH CARE BENEFITS

- 33.1 The Employer will contribute the following amounts for health care benefits for each bargaining unit member each month:
  - A. \$663 from July 1, 2005 through June 30, 2006
  - B. \$744 from July 1, 2006 through June 30, 2007

## ARTICLE 34 SENIORITY

#### 34.1 Definition

Seniority for full-time employees will be defined as the employee's length of unbroken state service. Seniority for part-time or on call employees will be based on actual hours worked. Leave without pay of fifteen (15) consecutive calendar days or less will not affect an employee's seniority. When an employee is on leave without pay for more than fifteen (15) consecutive calendar days, the employee's seniority will not be affected when the leave without pay is taken for:

- A. Military leave or United States Public Health Service;
- B. Compensable work-related injury or illness leave;
- C. Government service leave and leave to enter the Peace Corps, not to exceed two (2) years and one (1) month;
- D. Educational leave, contingent upon successful completion of the coursework; and/or
- E. Reducing the effects of a layoff.

When an employee is on leave without pay for more than fifteen (15) consecutive calendar days and the absence is not due to one of the reasons listed above, the employee's seniority date will be moved forward in an amount equal to the duration of the leave without pay. Time spent on a temporary layoff in accordance with Article 35, Layoff and Recall, will not be deducted from the calculation of seniority. Employees who are separated from state service due to layoff and are reemployed within two (2) years of their separation date will not be considered to have a break in service. For the purposes of layoffs, a maximum of five (5) years' credit will be added to the seniority of permanent employees who are veterans or to their unmarried widows or widowers, as provided for in RCW 41.06.133(13).

#### **34.2** Ties

If two (2) or more employees have the same seniority date or bargaining unit seniority date, ties will be broken in the following order:

- A. Longest total time in either bargaining unit;
- B. Longest continuous time within their current job classification;
- C. Longest continuous time with the agency; and
- D. By lot.

## 34.3 Seniority List

The Employer will prepare and post seniority lists by institution/office. The list will be updated annually, posted by December 1 of each year, and will contain each employee's name, job classification, and seniority date. Employees will have fourteen (14) calendar days in which to appeal their seniority date to their Human Resources Office, after which time the date will be presumed correct. A copy of the seniority list will be provided to the Union at the time of posting.

## 34.4 Application

This Article will apply prospectively. Employees will retain their current unbroken state service date, which will become their seniority date.

## ARTICLE 35 LAYOFF AND RECALL

#### 35.1 Basis for Layoff

Layoffs may occur for any of the following reasons:

- A. Lack of funds;
- B. Lack of work;
- C. Good faith reorganization;
- D. Ineligibility to continue in a position that was reallocated;
- E. Termination of a project; or

F. Fewer positions available than the number of employees entitled to such positions either by statute or other provision.

## 35.2 Voluntary Layoff, Leave of Absence or Reduction in Hours

Appointing authorities may allow an employee to volunteer to be laid off, take an unpaid leave of absence or reduce his or her hours of work in order to reduce layoffs. If it is necessary to limit the number of employees on unpaid leave at the same time, the Appointing Authority will determine who will be granted a leave of absence and/or reduction in hours based upon staffing needs. Employees who volunteer to be laid off may request to participate in the General Government Transition Pool Program and/or have their names placed on the internal layoff list for the job classifications in which they held permanent status.

## 35.3 Non-Permanent and Probationary Employees

Employees with permanent status will not be separated from state service through a layoff action without first being offered positions they have the skills and ability to perform within their current job classification within the layoff unit currently held by non-permanent, and probationary employees. Non-permanent employees will be separated from employment before probationary employees.

## 35.4 Temporary Layoff

The Employer may temporarily layoff an employee for up to ninety (90) calendar days due to an unanticipated loss of funding, revenue shortfall, lack of work, shortage of material or equipment, or other unexpected or unusual reasons. Employees will normally receive notice of five (5) calendar days of a temporary layoff. An employee who is temporarily laid off will not be entitled to be paid any leave balance, bumped to any other position or be placed on the internal layoff list.

#### 35.5 Lavoff

Employees will be laid off in accordance with seniority, as defined in Article 34, Seniority, subject to the employee possessing the required skills and abilities for the position.

#### 35.6 Layoff Units

A layoff unit is defined as the geographical entity or administrative/organizational unit within the Department of Corrections used for determining available options for employees who are being laid off. The layoff units will be by order as follows:

#### A. County

The County in which the employee's permanent work station is located will be considered the first layoff unit.

## B. County Group

If no option is available within the County layoff unit, the County group in which the employee's permanent work station is located will be considered the layoff unit. County groups are as follows:

## 1. <u>Group 1</u>

Benton, Chelan, Columbia, Douglas, Franklin, Kittitas, Klickitat, Walla Walla and Yakima.

#### 2. Group 2

Adams, Asotin, Ferry, Garfield, Grant, Lincoln, Okanogan, Pend Oreille, Spokane, Stevens and Whitman.

## 3. <u>Group 3</u>

Clallam, Jefferson, Skagit, Snohomish and Whatcom.

### 4. Group 4

Clark, Cowlitz, Grays Harbor, Kitsap, Lewis, Mason, Pacific, Skamania, Thurston and Wahkiakum.

## 5. <u>Group 5</u>

King and Pierce.

## C. Statewide

If no option is available within the County Group layoff unit, the Statewide layoff unit will be considered the layoff unit.

#### **35.7** Formal Options

Employees being laid off will be provided the following options to comparable positions in descending order within the layoff unit:

- A. A funded vacant position for which the employee has the skills and abilities within his or her job classification;
- B. A funded filled position held by the least senior employee for which the employee has the skills and abilities, within his or her current job classification; and
- C. A funded vacant or filled position held by the least senior employee for which the employee has the skills and abilities, at the same or lower salary range as their current permanent position, within a job classification in which the employee has held permanent status.

Options will be provided in descending order of salary range and one progressively lower level at a time. Vacant positions will be offered prior to filled positions.

## 35.8 Informal Options

Employees being laid off may be offered funded vacant positions provided they meet the skills and abilities required of the position and the position is at the same or lower salary range as the position in which employee currently holds permanent status.

#### **35.9** Notice

Except for temporary layoffs as provided in Section 35.4, employees with permanent status will be given at least fifteen (15) calendar days written notice before the effective date of the layoff action. If the Employer chooses to implement a layoff action without providing fifteen (15) calendar days notice, the employee will be paid his or her salary for the days that he or she would have worked had full notice been given. The notice will include the basis for the layoff and any options available to the employee. The Union will be provided with a copy of the notice. Employees will be provided five (5) calendar days to accept or decline, in writing, any option provided to them. This time period will run concurrent with the fifteen (15) calendar days' notice provided by the Employer to the employee. The day that notification is given constitutes the first day of notice.

## **35.10** Salary

Employees appointed to a position as a result of a layoff action will have their salary determined as follows:

#### A. Transfer or Bump

An employee who accepts a transfer or bumps to another position within their current job classification will retain his or her current salary.

## B. Voluntary Demotion in Lieu of Layoff and Bump to a Lower Position

An employee who bumps to another position with a lower salary range will be paid an amount equal to his or her current salary provided it is within the salary range of the new position. In those cases where the employee's current salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

## C. Salary Upon Appointment From an Internal Layoff List

Employees who are appointed from an internal layoff list to a position with the same salary range from which they were laid off will be paid the amount in which they were compensated when laid off plus any cost of living adjustments that occurred during the time they were laid off. Employees who are appointed from an internal layoff list to a position with a lower salary range than the position from which they were laid off will be paid an amount equal to the salary they were receiving at the time they were laid off provided it is within the salary range of the new

position. In those cases where the employee's prior salary exceeds the maximum amount of the salary range for the new position, the employee will be compensated at the maximum salary of the new salary range.

## **35.11 Moving Expense**

When an employee selects an option to a permanent appointment that causes an unreasonable commute and chooses to move, the Employer will pay moving expenses. Household moving expenses will be paid in accordance with Office of Financial Management (OFM) regulations.

#### 35.12 Transition Review Period

The Employer will require an employee to complete a six (6) month transition review period when the employee accepts a layoff option to a job classification in which he or she has not held permanent status, been appointed from the General Government Transition Pool Program, or been appointed from an internal layoff list. The Employer may extend the transition review period to no more than twelve (12) consecutive months due to specific documented training requirements. The Employer will have the authority to shorten an employee's review period. Employees will receive a permanent appointment to the position upon successful completion of the transition review period. The Employer may separate an employee or an employee may voluntarily separate during the transition review period. Upon separation, and at the employee's request, the employee's name will be placed on or returned to the internal layoff list. The employee will remain on the list until such time as his or her eligibility expires or he or she has been rehired. Separation during the transition review period will not be subject to the grievance procedure in Article 9.

## 35.13 Layoff Lists

The Employer will maintain an internal layoff list for each job classification. Employees with permanent status who are laid off may have their name placed on the list for the job classification from which they were laid off or bumped. Additionally, employees may request to have their name placed on the internal layoff list for other job classifications in which they have held permanent status. An employee will remain on internal layoff lists for two (2) years from the effective date of his or her layoff.

#### **35.14 Recall**

When a vacancy occurs within an agency and when there are names on an internal layoff list, the Employer will fill the position in accordance with Article 15.2, Hiring and Appointments. An employee who is offered a position and refuses the offer will have his or her name removed from the list.

#### **35.15** General Government Transition Pool Program

Employees who are notified that they are at risk of being laid off or have been laid off may request their names be placed into the General Government Transition Pool Program administered by the Department of Personnel. When a vacancy

occurs, the Employer will consider employees in the General Government Transition Pool Program along with all other candidates, all of whom must have the skills and abilities to perform the duties of a position being filled.

### 35.16 Project Employment

Project employees have layoff rights within their project. Formal options will be determined using the procedure outlined in Section 35.6. Permanent status employees who left regular classified positions to accept project employment without a break in service have layoff rights within the agency in which they held permanent status to the job classification they held immediately prior to accepting project employment. Project employees who are separated from state service due to layoff and have not held permanent status in classified service may request their names be placed into the General Government Transition Pool Program.

# ARTICLE 36 UNIFORMS, TOOLS AND EQUIPMENT

## **36.1** Required Custody Uniforms

The Employer will furnish required professional quality and gender appropriate uniforms for custody staff as follows:

- A. Three (3) BDU style pants;
- B. Three (3) BDU style two (2) pocket long sleeve shirts;
- C. Three (3) BDU style two (2) pocket short sleeve shirts; and as necessary,
- D. Safety, cold and/or foul weather apparel, including jackets and hats.

As determined by the local Appointing Authority, duty belts will be provided to positions whose duties require them. No later than January 1, 2006, each custody employee will be provided the opportunity to be issued to them those items listed in A, B, and C above. Any accessory items (to include shoes) worn with the custody uniform will be dark in color, unless the wearing would cause or aggravate a documented medical condition. The Employer will furnish custody personnel badges. All other custody and specialty team uniforms will be provided in accordance with Agency policy.

#### **36.2** Non-Custody Personnel Covered

If the Employer determines that uniforms are required for food service, health services, maintenance, and/or recreation staff in accordance with agency policy, the Employer will furnish professional quality and gender appropriate uniforms. In addition, the Employer may furnish professional quality and gender appropriate uniforms for other personnel on an institution-by-institution basis.

## 36.3 Laundering and Maintenance

Uniforms will be maintained and laundered at institution expense at a location chosen by the Employer. The Employer will not incur the cost if an employee chooses to maintain and launder his or her uniform at a different location.

## 36.4 Damage or Loss of Required Uniforms

Employees will not be liable for damage to or loss of issued uniforms resulting from normal wear and tear, damage incurred in the performance of duties, or unavoidable loss. Employees will be liable for loss of or damage to uniforms resulting from their own negligence or unauthorized actions. In either case, employees will be responsible for notifying their supervisor of damaged or lost uniforms.

## 36.5 Tools and Equipment

As established by current practices, the Employer may determine and provide necessary tools and equipment. The Employer will ensure tools and equipment are maintained in a safe working condition and will provide training on the safe operation. The Employer will repair or replace employee-provided tools and equipment if damaged or worn out beyond usefulness in the normal course of business. Employees will be responsible for the safe operation of tools and equipment, reporting any malfunctions or damage and will reimburse the Employer for damage due to negligence or loss by the employee.

## ARTICLE 37 LICENSURE AND CERTIFICATION

When a license and/or certification is required as part of the minimum qualifications for a job classification or the position requires any specialized license (e.g. driver's license, including CDL), the employee will be responsible for the cost of the certification and/or license and all renewal costs. When a new certification/license is required, the Employer will reimburse the employee for its cost and all renewal costs. Employees will notify their Appointing Authority or designee if their license or certification has been revoked or suspended within twenty-four (24) hours or prior to their next scheduled shift, whichever occurs first, of the revocation or suspension.

## ARTICLE 38 STRIKES AND LOCKOUTS

#### 38.1 No Strikes or Lockouts

It is mutually agreed that neither party will directly or indirectly authorize, cause, assist, encourage, participate in, ratify or condone any strike (whether economic, unfair labor practice, or sympathy strikes) lockouts, or other slowdown or cessation of work.

## **38.2** No Authority to Interrupt Operations

Shop Stewards have no authority to take any action interrupting the Employer's business. The Employer recognizes this limitation upon the authorized Shop Stewards and will not hold the union liable for any unauthorized acts.

## ARTICLE 39 VOLUNTEERS AND GUARDIANS

#### 39.1 Volunteers and Guardians

The Employer will utilize volunteers and guardians only to the extent they will supplement and not supplant classified bargaining unit employees.

#### 39.2 Work with Volunteers and Guardians

Employees will work collaboratively with volunteers and guardians to enhance community partnerships, community safety and to influence offender behavior. Volunteers and guardians will not act in any supervisory capacity over bargaining unit employees and will abide by the security requirements of the institution.

## ARTICLE 40 TRAVEL, MEALS AND EXPENSES

#### **40.1** Unscheduled Overtime

Employees having to respond to unscheduled overtime requiring work during breakfast, lunch or dinner, which meals would have otherwise been eaten at home, will receive said meal at institution expense, whether or not such meal occurs during the overtime period.

#### **40.2** Swing Shift Holdovers

Available food will be provided at institution expense to those swing shift staff required to work two (2) hours or more into the next succeeding shift.

## **40.3** Interrupted Meals

Employees purchasing meals in institution dining facilities who must return to duty without benefit of finishing the meal will be reimbursed for its cost.

### **40.4** Meal Tickets

The price of employee meal tickets will be reviewed and adjusted annually as determined by the Employer.

## **40.5** Travel Expenses

Employees will be reimbursed for travel expenses incurred while on official State business in accordance with Chapter 10 of the Office of Financial Management's State Administrative & Accounting manual. Reimbursement will be processed for payment no later than ten (10) work days after receipt of a properly completed Travel Expense Voucher.

## ARTICLE 41 PARKING

The Employer will ensure adequate parking space adjacent to or within reasonable distance from each work location. Where a work location is separated from the parking location by a body of water, and where such parking space is not within reasonable walking distance to the boat dock facility, the Employer will provide adequate transportation for employees reporting for duty during each work period.

## ARTICLE 42 PRINTING OF AGREEMENT

## 42.1 Printing and Distribution

The Employer will have this Agreement printed, and will provide one (1) copy to each current employee and to each subsequently appointed employee as soon as practicable following the employee's first day of work. The cost of printing such copies of the Agreement will be borne equally by the agency and the Union. The copy will be pocket-sized and in book form.

## 42.2 Additional Copies

The cost of printing of any additional copies of the Agreement, which may be requested by the Union, will be borne by the Union. Employees who have been furnished a copy of the Agreement will obtain subsequent copies of the Agreement from the Union.

## ARTICLE 43 SAVINGS CLAUSE

## 43.1 Savings Clause

If any court or board of competent jurisdiction finds any article, section or portion of this Agreement to be unlawful or invalid, the remainder of the Agreement will remain in full force and effect. If such a finding is made, the parties agree to make themselves available to negotiate a substitute for the invalid article, section or portion.

## 43.2 Re-Opener for SAP HRMS

The Employer and the Union acknowledge that certain provisions of this Agreement are dependent upon the capacity, scope, and budget of the new SAP Human Resource Management System. If it is determined by the Department of Personnel (consistent with the intent of RCW 41.80.906) that the new SAP Human Resources Management System cannot support the implementation of any provision of this Agreement by July 1, 2005, the parties will reopen that subject.

## ARTICLE 44 ENTIRE AGREEMENT

The Agreement expressed herein, in writing, constitutes the entire Agreement between the parties and any past practice or past agreement between the parties—whether written or oral—is null and void, unless specifically preserved in this Agreement. With regard to WAC's 356 and 357, this Agreement preempts all subjects addressed, in whole or in part, by its provisions. This Agreement supersedes specific provisions of agency policies with which it conflicts. During the negotiations of the Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter appropriate for collective bargaining. Nothing herein will be construed as a waiver of the Union's collective bargaining rights with respect to changes in matters, which are mandatorily negotiable under the law.

## ARTICLE 45 TERM OF AGREEMENT

#### 45.1 Duration

All provisions of this Agreement will become effective July 1, 2005, and will remain in full force and effect through June 30, 2007.

#### 45.2 Opening Period

Either party may request negotiations of a successor Agreement by notifying the other party in writing no sooner than January 1, 2006 and no later than January 31, 2006. In the event that such notice is given, negotiations will begin at a time agreed upon by the parties.

#### 45.3 Reopening by Mutual Agreement

This agreement may be reopened during its effective term by mutual consent of both Parties. All requests for negotiations will be in writing, delivered to the Office of Financial Management's Labor Relations Office or Teamsters Local Union No. 117, and will specify items proposed for bargaining. Any additions to this Agreement will be in writing and signed by the Employer and the Union.

#### APPENDIX A

## BARGAINING UNITS REPRESENTED BY TEAMSTERS LOCAL UNION NO. 117 AS OF JANUARY 3, 2005

#### Case 18081-E-03-2913 – Decision 8502-B

All non-supervisory employees covered under RCW 41.80 of the Washington Department of Corrections at: Airway Heights Corrections Center, Cedar Creek Corrections Center, Clallam Bay Corrections Center, Coyote Ridge Corrections Center, Larch Corrections Center, McNeil Island Corrections Center, Monroe Corrections Center, Olympic Corrections Center, Stafford Creek Corrections Center, Washington Corrections Center, Washington Corrections Center, Washington State Penitentiary, Correctional Industries Program, Sex Offender Treatment Program and Regional Business Service Center, excluding supervisors, confidential employees, WMS employees and those employees in positions historically excluded from the bargaining unit.

#### Case 18082-E-03-2914 – Decision 8503

All supervisory employees covered under RCW 41.80 of the Washington Department of Corrections at: Airway Heights Corrections Center, Cedar Creek Corrections Center, Clallam Bay Corrections Center, Coyote Ridge Corrections Center, Larch Corrections Center, McNeil Island Corrections Center, Monroe Corrections Center, Olympic Corrections Center, Stafford Creek Corrections Center, Washington Corrections Center, Washington Corrections Center, Washington Corrections Center, Washington Corrections Center, Treatment Program and Regional Business Service Center, excluding non-supervisory employees, confidential employees and WMS employees.

## Service Salary Schedule for Teamsters Effective July 1, 2005 through June 30, 2006

RANGE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	
14	16512	16896	17304	17664	18096	18504	18936	19344	19776	20232	20712	Annual
	1376	1408	1442	1472	1508	1542	1578	1612	1648	1686	1726	Monthly
	7.91	8.09	8.29	8.46	8.67	8.86	9.07	9.26	9.47	9.69	9.92	Hourly
	0.55	0.57	0.58	0.59	0.61	0.62	0.63	0.65	0.66	0.68	0.69	Standby
15	16896	17304	17664	18096	18504	18936	19344	19776	20232	20712	21156	Annual
	1408	1442	1472	1508	1542	1578	1612	1648	1686	1726	1763	Monthly
	8.09	8.29	8.46	8.67	8.86	9.07	9.26	9.47	9.69	9.92	10.13	Hourly
	0.57	0.58	0.59	0.61	0.62	0.63	0.65	0.66	0.68	0.69	0.71	Standby
16	17304	17664	18096	18504	18936	19344	19776	20232	20712	21156	21636	Annual
	1442	1472	1508	1542	1578	1612	1648	1686	1726	1763	1803	Monthly
	8.29	8.46	8.67	8.86	9.07	9.26	9.47	9.69	9.92	10.13	10.36	Hourly
	0.58	0.59	0.61	0.62	0.63	0.65	0.66	0.68	0.69	0.71	0.73	Standby
17	17664	18096	18504	18936	19344	19776	20232	20712	21156	21636	22152	Annual
	1472	1508	1542	1578	1612	1648	1686	1726	1763	1803	1846	Monthly
	8.46	8.67	8.86	9.07	9.26	9.47	9.69	9.92	10.13	10.36	10.61	Hourly
	0.59	0.61	0.62	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	Standby
18	18096	18504	18936	19344	19776	20232	20712	21156	21636	22152	22620	Annual
	1508	1542	1578	1612	1648	1686	1726	1763	1803	1846	1885	Monthly
	8.67	8.86	9.07	9.26	9.47	9.69	9.92	10.13	10.36	10.61	10.83	Hourly
	0.61	0.62	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	Standby
19	18504	18936	19344	19776	20232	20712	21156	21636	22152	22620	23196	Annual
	1542	1578	1612	1648	1686	1726	1763	1803	1846	1885	1933	Monthly
	8.86	9.07	9.26	9.47	9.69	9.92	10.13	10.36	10.61	10.83	11.11	Hourly
	0.62	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	Standby
20	18936	19344	19776	20232	20712	21156	21636	22152	22620	23196	23712	Annual
	1578	1612	1648	1686	1726	1763	1803	1846	1885	1933	1976	Monthly
	9.07	9.26	9.47	9.69	9.92	10.13	10.36	10.61	10.83	11.11	11.36	Hourly
	0.63	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.80	Standby
21	19344	19776	20232	20712	21156	21636	22152	22620	23196	23712	24252	Annual
	1612	1648	1686	1726	1763	1803	1846	1885	1933	1976	2021	Monthly
	9.26	9.47	9.69	9.92	10.13	10.36	10.61	10.83	11.11	11.36	11.61	Hourly
	0.65	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.80	0.81	Standby
•												

## Service Salary Schedule for Teamsters Effective July 1, 2005 through June 30, 2006

RANGE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	
22	19776	20232	20712	21156	21636	22152	22620	23196	23712	24252	24828	Annual
	1648	1686	1726	1763	1803	1846	1885	1933	1976	2021	2069	Monthly
	9.47	9.69	9.92	10.13	10.36	10.61	10.83	11.11	11.36	11.61	11.89	Hourly
	0.66	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.80	0.81	0.83	Standby
23	20232	20712	21156	21636	22152	22620	23196	23712	24252	24828	25428	Annual
	1686	1726	1763	1803	1846	1885	1933	1976	2021	2069	2119	Monthly
	9.69	9.92	10.13	10.36	10.61	10.83	11.11	11.36	11.61	11.89	12.18	Hourly
	0.68	0.69	0.71	0.73	0.74	0.76	0.78	0.80	0.81	0.83	0.85	Standby
24	20712	21156	21636	22152	22620	23196	23712	24252	24828	25428	26004	Annual
	1726	1763	1803	1846	1885	1933	1976	2021	2069	2119	2167	Monthly
	9.92	10.13	10.36	10.61	10.83	11.11	11.36	11.61	11.89	12.18	12.45	Hourly
	0.69	0.71	0.73	0.74	0.76	0.78	0.80	0.81	0.83	0.85	0.87	Standby
25	21156	21636	22152	22620	23196	23712	24252	24828	25428	26004	26604	Annual
	1763	1803	1846	1885	1933	1976	2021	2069	2119	2167	2217	Monthly
	10.13	10.36	10.61	10.83	11.11	11.36	11.61	11.89	12.18	12.45	12.74	Hourly
	0.71	0.73	0.74	0.76	0.78	0.80	0.81	0.83	0.85	0.87	0.89	Standby
26	21636	22152	22620	23196	23712	24252	24828	25428	26004	26604	27216	Annual
	1803	1846	1885	1933	1976	2021	2069	2119	2167	2217	2268	Monthly
	10.36	10.61	10.83	11.11	11.36	11.61	11.89	12.18	12.45	12.74	13.03	Hourly
	0.73	0.74	0.76	0.78	0.80	0.81	0.83	0.85	0.87	0.89	0.91	Standby
27	22152	22620	23196	23712	24252	24828	25428	26004	26604	27216	27852	Annual
	1846	1885	1933	1976	2021	2069	2119	2167	2217	2268	2321	Monthly
	10.61	10.83	11.11	11.36	11.61	11.89	12.18	12.45	12.74	13.03	13.34	Hourly
	0.74	0.76	0.78	0.80	0.81	0.83	0.85	0.87	0.89	0.91	0.93	Standby
28	22620	23196	23712	24252	24828	25428	26004	26604	27216	27852	28524	Annual
	1885	1933	1976	2021	2069	2119	2167	2217	2268	2321	2377	Monthly
	10.83	11.11	11.36	11.61	11.89	12.18	12.45	12.74	13.03	13.34	13.66	Hourly
	0.76	0.78	0.80	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.96	Standby
29	23196	23712	24252	24828	25428	26004	26604	27216	27852	28524	29148	Annual
	1933	1976	2021	2069	2119	2167	2217	2268	2321	2377	2429	Monthly
	11.11	11.36	11.61	11.89	12.18	12.45	12.74	13.03	13.34	13.66	13.96	Hourly
	0.78	0.80	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.96	0.98	Standby

## Service Salary Schedule for Teamsters Effective July 1, 2005 through June 30, 2006

RANGE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	
30	23712	24252	24828	25428	26004	26604	27216	27852	28524	29148	29880	Annual
	1976	2021	2069	2119	2167	2217	2268	2321	2377	2429	2490	Monthly
	11.36	11.61	11.89	12.18	12.45	12.74	13.03	13.34	13.66	13.96	14.31	Hourly
	0.80	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.96	0.98	1.00	Standby
31	24252	24828	25428	26004	26604	27216	27852	28524	29148	29880	30564	Annual
	2021	2069	2119	2167	2217	2268	2321	2377	2429	2490	2547	Monthly
	11.61	11.89	12.18	12.45	12.74	13.03	13.34	13.66	13.96	14.31	14.64	Hourly
	0.81	0.83	0.85	0.87	0.89	0.91	0.93	0.96	0.98	1.00	1.02	Standby
32	24828	25428	26004	26604	27216	27852	28524	29148	29880	30564	31284	Annual
	2069	2119	2167	2217	2268	2321	2377	2429	2490	2547	2607	Monthly
	11.89	12.18	12.45	12.74	13.03	13.34	13.66	13.96	14.31	14.64	14.98	Hourly
	0.83	0.85	0.87	0.89	0.91	0.93	0.96	0.98	1.00	1.02	1.05	Standby
33	25428	26004	26604	27216	27852	28524	29148	29880	30564	31284	32028	Annual
	2119	2167	2217	2268	2321	2377	2429	2490	2547	2607	2669	Monthly
	12.18	12.45	12.74	13.03	13.34	13.66	13.96	14.31	14.64	14.98	15.34	Hourly
	0.85	0.87	0.89	0.91	0.93	0.96	0.98	1.00	1.02	1.05	1.07	Standby
34	26004	26604	27216	27852	28524	29148	29880	30564	31284	32028	32760	Annual
	2167	2217	2268	2321	2377	2429	2490	2547	2607	2669	2730	Monthly
	12.45	12.74	13.03	13.34	13.66	13.96	14.31	14.64	14.98	15.34	15.69	Hourly
	0.87	0.89	0.91	0.93	0.96	0.98	1.00	1.02	1.05	1.07	1.10	Standby
35	26604	27216	27852	28524	29148	29880	30564	31284	32028	32760	33588	Annual
	2217	2268	2321	2377	2429	2490	2547	2607	2669	2730	2799	Monthly
	12.74	13.03	13.34	13.66	13.96	14.31	14.64	14.98	15.34	15.69	16.09	Hourly
	0.89	0.91	0.93	0.96	0.98	1.00	1.02	1.05	1.07	1.10	1.13	Standby
36	27216	27852	28524	29148	29880	30564	31284	32028	32760	33588	34368	Annual
	2268	2321	2377	2429	2490	2547	2607	2669	2730	2799	2864	Monthly
	13.03	13.34	13.66	13.96	14.31	14.64	14.98	15.34	15.69	16.09	16.46	Hourly
	0.91	0.93	0.96	0.98	1.00	1.02	1.05	1.07	1.10	1.13	1.15	Standby
37	27852	28524	29148	29880	30564	31284	32028	32760	33588	34368	35184	Annual
	2321	2377	2429	2490	2547	2607	2669	2730	2799	2864	2932	Monthly
	13.34	13.66	13.96	14.31	14.64	14.98	15.34	15.69	16.09	16.46	16.85	Hourly
	0.93	0.96	0.98	1.00	1.02	1.05	1.07	1.10	1.13	1.15	1.18	Standby

## Service Salary Schedule for Teamsters Effective July 1, 2005 through June 30, 2006

RANGE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	
38	28524	29148	29880	30564	31284	32028	32760	33588	34368	35184	36048	Annual
	2377	2429	2490	2547	2607	2669	2730	2799	2864	2932	3004	Monthly
	13.66	13.96	14.31	14.64	14.98	15.34	15.69	16.09	16.46	16.85	17.26	Hourly
	0.96	0.98	1.00	1.02	1.05	1.07	1.10	1.13	1.15	1.18	1.21	Standby
39	29148	29880	30564	31284	32028	32760	33588	34368	35184	36048	36948	Annual
	2429	2490	2547	2607	2669	2730	2799	2864	2932	3004	3079	Monthly
	13.96	14.31	14.64	14.98	15.34	15.69	16.09	16.46	16.85	17.26	17.70	Hourly
	0.98	1.00	1.02	1.05	1.07	1.10	1.13	1.15	1.18	1.21	1.24	Standby
40	29880	30564	31284	32028	32760	33588	34368	35184	36048	36948	37884	Annual
	2490	2547	2607	2669	2730	2799	2864	2932	3004	3079	3157	Monthly
	14.31	14.64	14.98	15.34	15.69	16.09	16.46	16.85	17.26	17.70	18.14	Hourly
	1.00	1.02	1.05	1.07	1.10	1.13	1.15	1.18	1.21	1.24	1.27	Standby
41	30564	31284	32028	32760	33588	34368	35184	36048	36948	37884	38808	Annual
	2547	2607	2669	2730	2799	2864	2932	3004	3079	3157	3234	Monthly
	14.64	14.98	15.34	15.69	16.09	16.46	16.85	17.26	17.70	18.14	18.59	Hourly
	1.02	1.05	1.07	1.10	1.13	1.15	1.18	1.21	1.24	1.27	1.30	Standby
42	31284	32028	32760	33588	34368	35184	36048	36948	37884	38808	39816	Annual
	2607	2669	2730	2799	2864	2932	3004	3079	3157	3234	3318	Monthly
	14.98	15.34	15.69	16.09	16.46	16.85	17.26	17.70	18.14	18.59	19.07	Hourly
	1.05	1.07	1.10	1.13	1.15	1.18	1.21	1.24	1.27	1.30	1.33	Standby
43	32028	32760	33588	34368	35184	36048	36948	37884	38808	39816	40752	Annual
	2669	2730	2799	2864	2932	3004	3079	3157	3234	3318	3396	Monthly
	15.34	15.69	16.09	16.46	16.85	17.26	17.70	18.14	18.59	19.07	19.52	Hourly
	1.07	1.10	1.13	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.37	Standby
44	32760	33588	34368	35184	36048	36948	37884	38808	39816	40752	41808	Annual
	2730	2799	2864	2932	3004	3079	3157	3234	3318	3396	3484	Monthly
	15.69	16.09	16.46	16.85	17.26	17.70	18.14	18.59	19.07	19.52	20.02	Hourly
	1.10	1.13	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.37	1.40	Standby
45	33588	34368	35184	36048	36948	37884	38808	39816	40752	41808	42852	Annual
	2799	2864	2932	3004	3079	3157	3234	3318	3396	3484	3571	Monthly
	16.09	16.46	16.85	17.26	17.70	18.14	18.59	19.07	19.52	20.02	20.52	Hourly
	1.13	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.37	1.40	1.44	Standby

## Service Salary Schedule for Teamsters Effective July 1, 2005 through June 30, 2006

RANGE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	
46	34368	35184	36048	36948	37884	38808	39816	40752	41808	42852	43956	Annual
	2864	2932	3004	3079	3157	3234	3318	3396	3484	3571	3663	Monthly
	16.46	16.85	17.26	17.70	18.14	18.59	19.07	19.52	20.02	20.52	21.05	Hourly
	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.37	1.40	1.44	1.47	Standby
47	35184	36048	36948	37884	38808	39816	40752	41808	42852	43956	45036	Annual
	2932	3004	3079	3157	3234	3318	3396	3484	3571	3663	3753	Monthly
	16.85	17.26	17.70	18.14	18.59	19.07	19.52	20.02	20.52	21.05	21.57	Hourly
	1.18	1.21	1.24	1.27	1.30	1.33	1.37	1.40	1.44	1.47	1.51	Standby
48	36048	36948	37884	38808	39816	40752	41808	42852	43956	45036	46152	Annual
	3004	3079	3157	3234	3318	3396	3484	3571	3663	3753	3846	Monthly
	17.26	17.70	18.14	18.59	19.07	19.52	20.02	20.52	21.05	21.57	22.10	Hourly
	1.21	1.24	1.27	1.30	1.33	1.37	1.40	1.44	1.47	1.51	1.55	Standby
49	36948	37884	38808	39816	40752	41808	42852	43956	45036	46152	47280	Annual
	3079	3157	3234	3318	3396	3484	3571	3663	3753	3846	3940	Monthly
	17.70	18.14	18.59	19.07	19.52	20.02	20.52	21.05	21.57	22.10	22.64	Hourly
	1.24	1.27	1.30	1.33	1.37	1.40	1.44	1.47	1.51	1.55	1.58	Standby
50	37884	38808	39816	40752	41808	42852	43956	45036	46152	47280	48492	Annual
	3157	3234	3318	3396	3484	3571	3663	3753	3846	3940	4041	Monthly
	18.14	18.59	19.07	19.52	20.02	20.52	21.05	21.57	22.10	22.64	23.22	Hourly
	1.27	1.30	1.33	1.37	1.40	1.44	1.47	1.51	1.55	1.58	1.63	Standby
51	38808	39816	40752	41808	42852	43956	45036	46152	47280	48492	49692	Annual
	3234	3318	3396	3484	3571	3663	3753	3846	3940	4041	4141	Monthly
	18.59	19.07	19.52	20.02	20.52	21.05	21.57	22.10	22.64	23.22	23.80	Hourly
	1.30	1.33	1.37	1.40	1.44	1.47	1.51	1.55	1.58	1.63	1.67	Standby
52	39816	40752	41808	42852	43956	45036	46152	47280	48492	49692	50964	Annual
	3318	3396	3484	3571	3663	3753	3846	3940	4041	4141	4247	Monthly
	19.07	19.52	20.02	20.52	21.05	21.57	22.10	22.64	23.22	23.80	24.41	Hourly
	1.33	1.37	1.40	1.44	1.47	1.51	1.55	1.58	1.63	1.67	1.71	Standby
53	40752	41808	42852	43956	45036	46152	47280	48492	49692	50964	52212	Annual
	3396	3484	3571	3663	3753	3846	3940	4041	4141	4247	4351	Monthly
	19.52	20.02	20.52	21.05	21.57	22.10	22.64	23.22	23.80	24.41	25.01	Hourly
	1.37	1.40	1.44	1.47	1.51	1.55	1.58	1.63	1.67	1.71	1.75	Standby

## Service Salary Schedule for Teamsters Effective July 1, 2005 through June 30, 2006

RANGE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	
54	41808	42852	43956	45036	46152	47280	48492	49692	50964	52212	53520	Annual
	3484	3571	3663	3753	3846	3940	4041	4141	4247	4351	4460	Monthly
	20.02	20.52	21.05	21.57	22.10	22.64	23.22	23.80	24.41	25.01	25.63	Hourly
	1.40	1.44	1.47	1.51	1.55	1.58	1.63	1.67	1.71	1.75	1.79	Standby
55	42852	43956	45036	46152	47280	48492	49692	50964	52212	53520	54840	Annual
	3571	3663	3753	3846	3940	4041	4141	4247	4351	4460	4570	Monthly
	20.52	21.05	21.57	22.10	22.64	23.22	23.80	24.41	25.01	25.63	26.26	Hourly
	1.44	1.47	1.51	1.55	1.58	1.63	1.67	1.71	1.75	1.79	1.84	Standby
56	43956	45036	46152	47280	48492	49692	50964	52212	53520	54840	56220	Annual
	3663	3753	3846	3940	4041	4141	4247	4351	4460	4570	4685	Monthly
	21.05	21.57	22.10	22.64	23.22	23.80	24.41	25.01	25.63	26.26	26.93	Hourly
	1.47	1.51	1.55	1.58	1.63	1.67	1.71	1.75	1.79	1.84	1.89	Standby
57	45036	46152	47280	48492	49692	50964	52212	53520	54840	56220	57624	Annual
	3753	3846	3940	4041	4141	4247	4351	4460	4570	4685	4802	Monthly
	21.57	22.10	22.64	23.22	23.80	24.41	25.01	25.63	26.26	26.93	27.60	Hourly
	1.51	1.55	1.58	1.63	1.67	1.71	1.75	1.79	1.84	1.89	1.93	Standby
58	46152	47280	48492	49692	50964	52212	53520	54840	56220	57624	59088	Annual
	3846	3940	4041	4141	4247	4351	4460	4570	4685	4802	4924	Monthly
	22.10	22.64	23.22	23.80	24.41	25.01	25.63	26.26	26.93	27.60	28.30	Hourly
	1.55	1.58	1.63	1.67	1.71	1.75	1.79	1.84	1.89	1.93	1.98	Standby
59	47280	48492	49692	50964	52212	53520	54840	56220	57624	59088	60528	Annual
	3940	4041	4141	4247	4351	4460	4570	4685	4802	4924	5044	Monthly
	22.64	23.22	23.80	24.41	25.01	25.63	26.26	26.93	27.60	28.30	28.99	Hourly
	1.58	1.63	1.67	1.71	1.75	1.79	1.84	1.89	1.93	1.98	2.03	Standby
60	48492	49692	50964	52212	53520	54840	56220	57624	59088	60528	62100	Annual
	4041	4141	4247	4351	4460	4570	4685	4802	4924	5044	5175	Monthly
	23.22	23.80	24.41	25.01	25.63	26.26	26.93	27.60	28.30	28.99	29.74	Hourly
	1.63	1.67	1.71	1.75	1.79	1.84	1.89	1.93	1.98	2.03	2.08	Standby
61	49692	50964	52212	53520	54840	56220	57624	59088	60528	62100	63600	Annual
	4141	4247	4351	4460	4570	4685	4802	4924	5044	5175	5300	Monthly
	23.80	24.41	25.01	25.63	26.26	26.93	27.60	28.30	28.99	29.74	30.46	Hourly
	1.67	1.71	1.75	1.79	1.84	1.89	1.93	1.98	2.03	2.08	2.13	Standby

## Service Salary Schedule for Teamsters Effective July 1, 2005 through June 30, 2006

RANGE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	
62	50964	52212	53520	54840	56220	57624	59088	60528	62100	63600	65220	Annual
	4247	4351	4460	4570	4685	4802	4924	5044	5175	5300	5435	Monthly
	24.41	25.01	25.63	26.26	26.93	27.60	28.30	28.99	29.74	30.46	31.24	Hourly
	1.71	1.75	1.79	1.84	1.89	1.93	1.98	2.03	2.08	2.13	2.19	Standby
63	52212	53520	54840	56220	57624	59088	60528	62100	63600	65220	66852	Annual
	4351	4460	4570	4685	4802	4924	5044	5175	5300	5435	5571	Monthly
	25.01	25.63	26.26	26.93	27.60	28.30	28.99	29.74	30.46	31.24	32.02	Hourly
	1.75	1.79	1.84	1.89	1.93	1.98	2.03	2.08	2.13	2.19	2.24	Standby
64	53520	54840	56220	57624	59088	60528	62100	63600	65220	66852	68496	Annual
	4460	4570	4685	4802	4924	5044	5175	5300	5435	5571	5708	Monthly
	25.63	26.26	26.93	27.60	28.30	28.99	29.74	30.46	31.24	32.02	32.80	Hourly
	1.79	1.84	1.89	1.93	1.98	2.03	2.08	2.13	2.19	2.24	2.30	Standby
65	54840	56220	57624	59088	60528	62100	63600	65220	66852	68496	70200	Annual
	4570	4685	4802	4924	5044	5175	5300	5435	5571	5708	5850	Monthly
	26.26	26.93	27.60	28.30	28.99	29.74	30.46	31.24	32.02	32.80	33.62	Hourly
	1.84	1.89	1.93	1.98	2.03	2.08	2.13	2.19	2.24	2.30	2.35	Standby
66	56220	57624	59088	60528	62100	63600	65220	66852	68496	70200	71988	Annual
	4685	4802	4924	5044	5175	5300	5435	5571	5708	5850	5999	Monthly
	26.93	27.60	28.30	28.99	29.74	30.46	31.24	32.02	32.80	33.62	34.48	Hourly
	1.89	1.93	1.98	2.03	2.08	2.13	2.19	2.24	2.30	2.35	2.41	Standby
67	57624	59088	60528	62100	63600	65220	66852	68496	70200	71988	73776	Annual
	4802	4924	5044	5175	5300	5435	5571	5708	5850	5999	6148	Monthly
	27.60	28.30	28.99	29.74	30.46	31.24	32.02	32.80	33.62	34.48	35.33	Hourly
	1.93	1.98	2.03	2.08	2.13	2.19	2.24	2.30	2.35	2.41	2.47	Standby
68	59088	60528	62100	63600	65220	66852	68496	70200	71988	73776	75636	Annual
	4924	5044	5175	5300	5435	5571	5708	5850	5999	6148	6303	Monthly
	28.30	28.99	29.74	30.46	31.24	32.02	32.80	33.62	34.48	35.33	36.22	Hourly
	1.98	2.03	2.08	2.13	2.19	2.24	2.30	2.35	2.41	2.47	2.54	Standby
69	60528	62100	63600	65220	66852	68496	70200	71988	73776	75636	77520	Annual
	5044	5175	5300	5435	5571	5708	5850	5999	6148	6303	6460	Monthly
	28.99	29.74	30.46	31.24	32.02	32.80	33.62	34.48	35.33	36.22	37.13	Hourly
	2.03	2.08	2.13	2.19	2.24	2.30	2.35	2.41	2.47	2.54	2.60	Standby

## Service Salary Schedule for Teamsters Effective July 1, 2005 through June 30, 2006

RANGE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	
70	62100	63600	65220	66852	68496	70200	71988	73776	75636	77520	79464	Annual
	5175	5300	5435	5571	5708	5850	5999	6148	6303	6460	6622	Monthly
	29.74	30.46	31.24	32.02	32.80	33.62	34.48	35.33	36.22	37.13	38.06	Hourly
	2.08	2.13	2.19	2.24	2.30	2.35	2.41	2.47	2.54	2.60	2.66	Standby
71	63600	65220	66852	68496	70200	71988	73776	75636	77520	79464	81432	Annual
	5300	5435	5571	5708	5850	5999	6148	6303	6460	6622	6786	Monthly
	30.46	31.24	32.02	32.80	33.62	34.48	35.33	36.22	37.13	38.06	39.00	Hourly
	2.13	2.19	2.24	2.30	2.35	2.41	2.47	2.54	2.60	2.66	2.73	Standby
72	65220	66852	68496	70200	71988	73776	75636	77520	79464	81432	83484	Annual
	5435	5571	5708	5850	5999	6148	6303	6460	6622	6786	6957	Monthly
	31.24	32.02	32.80	33.62	34.48	35.33	36.22	37.13	38.06	39.00	39.98	Hourly
	2.19	2.24	2.30	2.35	2.41	2.47	2.54	2.60	2.66	2.73	2.80	Standby
73	66852	68496	70200	71988	73776	75636	77520	79464	81432	83484	85572	Annual
	5571	5708	5850	5999	6148	6303	6460	6622	6786	6957	7131	Monthly
	32.02	32.80	33.62	34.48	35.33	36.22	37.13	38.06	39.00	39.98	40.98	Hourly
	2.24	2.30	2.35	2.41	2.47	2.54	2.60	2.66	2.73	2.80	2.87	Standby
74	68496	70200	71988	73776	75636	77520	79464	81432	83484	85572	87720	Annual
	5708	5850	5999	6148	6303	6460	6622	6786	6957	7131	7310	Monthly
	32.80	33.62	34.48	35.33	36.22	37.13	38.06	39.00	39.98	40.98	42.01	Hourly
	2.30	2.35	2.41	2.47	2.54	2.60	2.66	2.73	2.80	2.87	2.94	Standby
75	70200	71988	73776	75636	77520	79464	81432	83484	85572	87720	89892	Annual
	5850	5999	6148	6303	6460	6622	6786	6957	7131	7310	7491	Monthly
	33.62	34.48	35.33	36.22	37.13	38.06	39.00	39.98	40.98	42.01	43.05	Hourly
	2.35	2.41	2.47	2.54	2.60	2.66	2.73	2.80	2.87	2.94	3.01	Standby
76	71988	73776	75636	77520	79464	81432	83484	85572	87720	89892	92172	Annual
	5999	6148	6303	6460	6622	6786	6957	7131	7310	7491	7681	Monthly
	34.48	35.33	36.22	37.13	38.06	39.00	39.98	40.98	42.01	43.05	44.14	Hourly
	2.41	2.47	2.54	2.60	2.66	2.73	2.80	2.87	2.94	3.01	3.09	Standby
77	73776	75636	77520	79464	81432	83484	85572	87720	89892	92172	94440	Annual
	6148	6303	6460	6622	6786	6957	7131	7310	7491	7681	7870	Monthly
	35.33	36.22	37.13	38.06	39.00	39.98	40.98	42.01	43.05	44.14	45.23	Hourly
	2.47	2.54	2.60	2.66	2.73	2.80	2.87	2.94	3.01	3.09	3.17	Standby

## Service Salary Schedule for Teamsters Effective July 1, 2005 through June 30, 2006

RANGE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	
78	75636	77520	79464	81432	83484	85572	87720	89892	92172	94440	96804	Annual
	6303	6460	6622	6786	6957	7131	7310	7491	7681	7870	8067	Monthly
	36.22	37.13	38.06	39.00	39.98	40.98	42.01	43.05	44.14	45.23	46.36	Hourly
	2.54	2.60	2.66	2.73	2.80	2.87	2.94	3.01	3.09	3.17	3.25	Standby
79	77520	79464	81432	83484	85572	87720	89892	92172	94440	96804	99240	Annual
	6460	6622	6786	6957	7131	7310	7491	7681	7870	8067	8270	Monthly
	37.13	38.06	39.00	39.98	40.98	42.01	43.05	44.14	45.23	46.36	47.53	Hourly
	2.60	2.66	2.73	2.80	2.87	2.94	3.01	3.09	3.17	3.25	3.33	Standby
80	79464	81432	83484	85572	87720	89892	92172	94440	96804	99240	101712	Annual
	6622	6786	6957	7131	7310	7491	7681	7870	8067	8270	8476	Monthly
	38.06	39.00	39.98	40.98	42.01	43.05	44.14	45.23	46.36	47.53	48.71	Hourly
	2.66	2.73	2.80	2.87	2.94	3.01	3.09	3.17	3.25	3.33	3.41	Standby
81	81432	83484	85572	87720	89892	92172	94440	96804	99240	101712	104232	Annual
	6786	6957	7131	7310	7491	7681	7870	8067	8270	8476	8686	Monthly
	39.00	39.98	40.98	42.01	43.05	44.14	45.23	46.36	47.53	48.71	49.92	Hourly
	2.73	2.80	2.87	2.94	3.01	3.09	3.17	3.25	3.33	3.41	3.49	Standby
82	83484	85572	87720	89892	92172	94440	96804	99240	101712	104232	106836	Annual
	6957	7131	7310	7491	7681	7870	8067	8270	8476	8686	8903	Monthly
	39.98	40.98	42.01	43.05	44.14	45.23	46.36	47.53	48.71	49.92	51.17	Hourly
	2.80	2.87	2.94	3.01	3.09	3.17	3.25	3.33	3.41	3.49	3.58	Standby
83	85572	87720	89892	92172	94440	96804	99240	101712	104232	106836	109524	Annual
	7131	7310	7491	7681	7870	8067	8270	8476	8686	8903	9127	Monthly
	40.98	42.01	43.05	44.14	45.23	46.36	47.53	48.71	49.92	51.17	52.45	Hourly
	2.87	2.94	3.01	3.09	3.17	3.25	3.33	3.41	3.49	3.58	3.67	Standby
84	87720	89892	92172	94440	96804	99240	101712	104232	106836	109524	112248	Annual
	7310	7491	7681	7870	8067	8270	8476	8686	8903	9127	9354	Monthly
	42.01	43.05	44.14	45.23	46.36	47.53	48.71	49.92	51.17	52.45	53.76	Hourly
	2.94	3.01	3.09	3.17	3.25	3.33	3.41	3.49	3.58	3.67	3.76	Standby
85	89892	92172	94440	96804	99240	101712	104232	106836	109524	112248	115044	Annual
	7491	7681	7870	8067	8270	8476	8686	8903	9127	9354	9587	Monthly
	43.05	44.14	45.23	46.36	47.53	48.71	49.92	51.17	52.45	53.76	55.10	Hourly
	3.01	3.09	3.17	3.25	3.33	3.41	3.49	3.58	3.67	3.76	3.86	Standby

## Service Salary Schedule for Teamsters Effective July 1, 2005 through June 30, 2006

RANGE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	
86	92172	94440	96804	99240	101712	104232	106836	109524	112248	115044	117960	Annual
	7681	7870	8067	8270	8476	8686	8903	9127	9354	9587	9830	Monthly
	44.14	45.23	46.36	47.53	48.71	49.92	51.17	52.45	53.76	55.10	56.49	Hourly
	3.09	3.17	3.25	3.33	3.41	3.49	3.58	3.67	3.76	3.86	3.95	Standby
87	94440	96804	99240	101712	104232	106836	109524	112248	115044	117960	120864	Annual
	7870	8067	8270	8476	8686	8903	9127	9354	9587	9830	10072	Monthly
	45.23	46.36	47.53	48.71	49.92	51.17	52.45	53.76	55.10	56.49	57.89	Hourly
	3.17	3.25	3.33	3.41	3.49	3.58	3.67	3.76	3.86	3.95	4.05	Standby
88	96804	99240	101712	104232	106836	109524	112248	115044	117960	120864	123912	Annual
	8067	8270	8476	8686	8903	9127	9354	9587	9830	10072	10326	Monthly
	46.36	47.53	48.71	49.92	51.17	52.45	53.76	55.10	56.49	57.89	59.34	Hourly
	3.25	3.33	3.41	3.49	3.58	3.67	3.76	3.86	3.95	4.05	4.15	Standby
89	99240	101712	104232	106836	109524	112248	115044	117960	120864	123912	127044	Annual
	8270	8476	8686	8903	9127	9354	9587	9830	10072	10326	10587	Monthly
	47.53	48.71	49.92	51.17	52.45	53.76	55.10	56.49	57.89	59.34	60.84	Hourly
	3.33	3.41	3.49	3.58	3.67	3.76	3.86	3.95	4.05	4.15	4.26	Standby
90	101712	104232	106836	109524	112248	115044	117960	120864	123912	127044	130188	Annual
	8476	8686	8903	9127	9354	9587	9830	10072	10326	10587	10849	Monthly
	48.71	49.92	51.17	52.45	53.76	55.10	56.49	57.89	59.34	60.84	62.35	Hourly
	3.41	3.49	3.58	3.67	3.76	3.86	3.95	4.05	4.15	4.26	4.36	Standby
91	104232	106836	109524	112248	115044	117960	120864	123912	127044	130188	133476	Annual
	8686	8903	9127	9354	9587	9830	10072	10326	10587	10849	11123	Monthly
	49.92	51.17	52.45	53.76	55.10	56.49	57.89	59.34	60.84	62.35	63.93	Hourly
	3.49	3.58	3.67	3.76	3.86	3.95	4.05	4.15	4.26	4.36	4.48	Standby
92	106836	109524	112248	115044	117960	120864	123912	127044	130188	133476	136764	Annual
	8903	9127	9354	9587	9830	10072	10326	10587	10849	11123	11397	Monthly
	51.17	52.45	53.76	55.10	56.49	57.89	59.34	60.84	62.35	63.93	65.50	Hourly
	3.58	3.67	3.76	3.86	3.95	4.05	4.15	4.26	4.36	4.48	4.59	Standby
93	109524	112248	115044	117960	120864	123912	127044	130188	133476	136764	140208	Annual
	9127	9354	9587	9830	10072	10326	10587	10849	11123	11397	11684	Monthly
	52.45	53.76	55.10	56.49	57.89	59.34	60.84	62.35	63.93	65.50	67.15	Hourly
	3.67	3.76	3.86	3.95	4.05	4.15	4.26	4.36	4.48	4.59	4.70	Standby

## Service Salary Schedule for Teamsters Effective July 1, 2005 through June 30, 2006

RANGE	Step A	Step B	Step C	Step D	Step E	Step F	Step G	Step H	Step I	Step J	Step K	
94	112248	115044	117960	120864	123912	127044	130188	133476	136764	140208	143700	Annual
	9354	9587	9830	10072	10326	10587	10849	11123	11397	11684	11975	Monthly
	53.76	55.10	56.49	57.89	59.34	60.84	62.35	63.93	65.50	67.15	68.82	Hourly
	3.76	3.86	3.95	4.05	4.15	4.26	4.36	4.48	4.59	4.70	4.82	Standby
95	115044	117960	120864	123912	127044	130188	133476	136764	140208	143700	147348	Annual
	9587	9830	10072	10326	10587	10849	11123	11397	11684	11975	12279	Monthly
	55.10	56.49	57.89	59.34	60.84	62.35	63.93	65.50	67.15	68.82	70.57	Hourly
	3.86	3.95	4.05	4.15	4.26	4.36	4.48	4.59	4.70	4.82	4.94	Standby
96	117960	120864	123912	127044	130188	133476	136764	140208	143700	147348	150984	Annual
	9830	10072	10326	10587	10849	11123	11397	11684	11975	12279	12582	Monthly
	56.49	57.89	59.34	60.84	62.35	63.93	65.50	67.15	68.82	70.57	72.31	Hourly
	3.95	4.05	4.15	4.26	4.36	4.48	4.59	4.70	4.82	4.94	5.06	Standby
97	120864	123912	127044	130188	133476	136764	140208	143700	147348	150984	154788	Annual
	10072	10326	10587	10849	11123	11397	11684	11975	12279	12582	12899	Monthly
	57.89	59.34	60.84	62.35	63.93	65.50	67.15	68.82	70.57	72.31	74.13	Hourly
	4.05	4.15	4.26	4.36	4.48	4.59	4.70	4.82	4.94	5.06	5.19	Standby
98	123912	127044	130188	133476	136764	140208	143700	147348	150984	154788	158652	Annual
	10326	10587	10849	11123	11397	11684	11975	12279	12582	12899	13221	Monthly
	59.34	60.84	62.35	63.93	65.50	67.15	68.82	70.57	72.31	74.13	75.98	Hourly
	4.15	4.26	4.36	4.48	4.59	4.70	4.82	4.94	5.06	5.19	5.32	Standby
99A	127044	130188	133476	136764	140208	143700	147348	150984	154788	158652	162624	Annual
	10587	10849	11123	11397	11684	11975	12279	12582	12899	13221	13552	Monthly
	60.84	62.35	63.93	65.50	67.15	68.82	70.57	72.31	74.13	75.98	77.89	Hourly
	4.26	4.36	4.48	4.59	4.70	4.82	4.94	5.06	5.19	5.32	5.45	Standby

		2.90%				•	•					
RANGE	+ STEP	STEP										
	Α	В	С	D	E	F	G	Н	I	J	K	
	16992	17388	17808	18180	18624	19044	19488	19908	20352	20820	21312	Annual
14	1416	1449	1484	1515	1552	1587	1624	1659	1696	1735	1776	Monthly
	8.14	8.33	8.53	8.71	8.92	9.12	9.33	9.53	9.75	9.97	10.21	Hourly
	0.57	0.58	0.60	0.61	0.62	0.64	0.65	0.67	0.68	0.70	0.71	Standby
	17388	17808	18180	18624	19044	19488	19908	20352	20820	21312	21768	Annual
15	1449	1484	1515	1552	1587	1624	1659	1696	1735	1776	1814	Monthly
	8.33	8.53	8.71	8.92	9.12	9.33	9.53	9.75	9.97	10.21	10.43	Hourly
	0.58	0.60	0.61	0.62	0.64	0.65	0.67	0.68	0.70	0.71	0.73	Standby
	17808	18180	18624	19044	19488	19908	20352	20820	21312	21768	22260	Annual
16	1484	1515	1552	1587	1624	1659	1696	1735	1776	1814	1855	Monthly
	8.53	8.71	8.92	9.12	9.33	9.53	9.75	9.97	10.21	10.43	10.66	Hourly
	0.60	0.61	0.62	0.64	0.65	0.67	0.68	0.70	0.71	0.73	0.75	Standby
	18180	18624	19044	19488	19908	20352	20820	21312	21768	22260	22800	Annual
17	1515	1552	1587	1624	1659	1696	1735	1776	1814	1855	1900	Monthly
	8.71	8.92	9.12	9.33	9.53	9.75	9.97	10.21	10.43	10.66	10.92	Hourly
	0.61	0.62	0.64	0.65	0.67	0.68	0.70	0.71	0.73	0.75	0.76	Standby
	18624	19044	19488	19908	20352	20820	21312	21768	22260	22800	23280	Annual
18	1552	1587	1624	1659	1696	1735	1776	1814	1855	1900	1940	Monthly
	8.92	9.12	9.33	9.53	9.75	9.97	10.21	10.43	10.66	10.92	11.15	Hourly
	0.62	0.64	0.65	0.67	0.68	0.70	0.71	0.73	0.75	0.76	0.78	Standby
	10011	40400	40000	20252	20020	04040	04700	22222	22000	22200	22000	Ammund
19	19044 1587	19488 1624	19908 1659	20352 1696	20820 1735	21312 1776	21768 1814	22260 1855	22800 1900	23280 1940	23868 1989	Annual Monthly
19	9.12	9.33	9.53	9.75	9.97	10.21	10.43	10.66	10.92	11.15	11.43	Hourly
	9.12 0.64	9.33 0.65	9.53 0.67	9.75 0.68	9.97 0.70	0.71	0.73	0.75	0.76	0.78	0.80	Standby
	0.04	0.65	0.07	0.00	0.70	0.71	0.73	0.75	0.76	0.76	0.60	Stariuby
	19488	19908	20352	20820	21312	21768	22260	22800	23280	23868	24396	Annual
20	1624	1659	1696	1735	1776	1814	1855	1900	1940	1989	2033	Monthly
	9.33	9.53	9.75	9.97	10.21	10.43	10.66	10.92	11.15	11.43	11.68	Hourly
	0.65	0.67	0.68	0.70	0.71	0.73	0.75	0.76	0.78	0.80	0.82	Standby
	19908	20352	20820	21312	21768	22260	22800	23280	23868	24396	24960	Annual
21	1659	1696	1735	1776	1814	1855	1900	1940	1989	2033	2080	Monthly
	9.53	9.75	9.97	10.21	10.43	10.66	10.92	11.15	11.43	11.68	11.95	Hourly
	0.67	0.68	0.70	0.71	0.73	0.75	0.76	0.78	0.80	0.82	0.84	Standby
•												

RANGE	STEP A	2.90% STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
22	20352	20820	21312	21768	22260	22800	23280	23868	24396	24960	25548	Annual
	1696	1735	1776	1814	1855	1900	1940	1989	2033	2080	2129	Monthly
	9.75	9.97	10.21	10.43	10.66	10.92	11.15	11.43	11.68	11.95	12.24	Hourly
	0.68	0.70	0.71	0.73	0.75	0.76	0.78	0.80	0.82	0.84	0.86	Standby
23	20820	21312	21768	22260	22800	23280	23868	24396	24960	25548	26160	Annual
	1735	1776	1814	1855	1900	1940	1989	2033	2080	2129	2180	Monthly
	9.97	10.21	10.43	10.66	10.92	11.15	11.43	11.68	11.95	12.24	12.53	Hourly
	0.70	0.71	0.73	0.75	0.76	0.78	0.80	0.82	0.84	0.86	0.88	Standby
24	21312	21768	22260	22800	23280	23868	24396	24960	25548	26160	26760	Annual
	1776	1814	1855	1900	1940	1989	2033	2080	2129	2180	2230	Monthly
	10.21	10.43	10.66	10.92	11.15	11.43	11.68	11.95	12.24	12.53	12.82	Hourly
	0.71	0.73	0.75	0.76	0.78	0.80	0.82	0.84	0.86	0.88	0.90	Standby
25	21768	22260	22800	23280	23868	24396	24960	25548	26160	26760	27372	Annual
	1814	1855	1900	1940	1989	2033	2080	2129	2180	2230	2281	Monthly
	10.43	10.66	10.92	11.15	11.43	11.68	11.95	12.24	12.53	12.82	13.11	Hourly
	0.73	0.75	0.76	0.78	0.80	0.82	0.84	0.86	0.88	0.90	0.92	Standby
26	22260	22800	23280	23868	24396	24960	25548	26160	26760	27372	28008	Annual
	1855	1900	1940	1989	2033	2080	2129	2180	2230	2281	2334	Monthly
	10.66	10.92	11.15	11.43	11.68	11.95	12.24	12.53	12.82	13.11	13.41	Hourly
	0.75	0.76	0.78	0.80	0.82	0.84	0.86	0.88	0.90	0.92	0.94	Standby
27	22800	23280	23868	24396	24960	25548	26160	26760	27372	28008	28656	Annual
	1900	1940	1989	2033	2080	2129	2180	2230	2281	2334	2388	Monthly
	10.92	11.15	11.43	11.68	11.95	12.24	12.53	12.82	13.11	13.41	13.72	Hourly
	0.76	0.78	0.80	0.82	0.84	0.86	0.88	0.90	0.92	0.94	0.96	Standby
28	23280	23868	24396	24960	25548	26160	26760	27372	28008	28656	29352	Annual
	1940	1989	2033	2080	2129	2180	2230	2281	2334	2388	2446	Monthly
	11.15	11.43	11.68	11.95	12.24	12.53	12.82	13.11	13.41	13.72	14.06	Hourly
	0.78	0.80	0.82	0.84	0.86	0.88	0.90	0.92	0.94	0.96	0.98	Standby
29	23868	24396	24960	25548	26160	26760	27372	28008	28656	29352	29988	Annual
	1989	2033	2080	2129	2180	2230	2281	2334	2388	2446	2499	Monthly
	11.43	11.68	11.95	12.24	12.53	12.82	13.11	13.41	13.72	14.06	14.36	Hourly
	0.80	0.82	0.84	0.86	0.88	0.90	0.92	0.94	0.96	0.98	1.01	Standby

RANGE	STEP A	2.90% STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
30	24396	24960	25548	26160	26760	27372	28008	28656	29352	29988	30744	Annual
	2033	2080	2129	2180	2230	2281	2334	2388	2446	2499	2562	Monthly
	11.68	11.95	12.24	12.53	12.82	13.11	13.41	13.72	14.06	14.36	14.72	Hourly
	0.82	0.84	0.86	0.88	0.90	0.92	0.94	0.96	0.98	1.01	1.03	Standby
31	24960	25548	26160	26760	27372	28008	28656	29352	29988	30744	31452	Annual
	2080	2129	2180	2230	2281	2334	2388	2446	2499	2562	2621	Monthly
	11.95	12.24	12.53	12.82	13.11	13.41	13.72	14.06	14.36	14.72	15.06	Hourly
	0.84	0.86	0.88	0.90	0.92	0.94	0.96	0.98	1.01	1.03	1.05	Standby
32	25548	26160	26760	27372	28008	28656	29352	29988	30744	31452	32196	Annual
	2129	2180	2230	2281	2334	2388	2446	2499	2562	2621	2683	Monthly
	12.24	12.53	12.82	13.11	13.41	13.72	14.06	14.36	14.72	15.06	15.42	Hourly
	0.86	0.88	0.90	0.92	0.94	0.96	0.98	1.01	1.03	1.05	1.08	Standby
33	26160	26760	27372	28008	28656	29352	29988	30744	31452	32196	32952	Annual
	2180	2230	2281	2334	2388	2446	2499	2562	2621	2683	2746	Monthly
	12.53	12.82	13.11	13.41	13.72	14.06	14.36	14.72	15.06	15.42	15.78	Hourly
	0.88	0.90	0.92	0.94	0.96	0.98	1.01	1.03	1.05	1.08	1.10	Standby
34	26760	27372	28008	28656	29352	29988	30744	31452	32196	32952	33708	Annual
	2230	2281	2334	2388	2446	2499	2562	2621	2683	2746	2809	Monthly
	12.82	13.11	13.41	13.72	14.06	14.36	14.72	15.06	15.42	15.78	16.14	Hourly
	0.90	0.92	0.94	0.96	0.98	1.01	1.03	1.05	1.08	1.10	1.13	Standby
35	27372	28008	28656	29352	29988	30744	31452	32196	32952	33708	34560	Annual
	2281	2334	2388	2446	2499	2562	2621	2683	2746	2809	2880	Monthly
	13.11	13.41	13.72	14.06	14.36	14.72	15.06	15.42	15.78	16.14	16.55	Hourly
	0.92	0.94	0.96	0.98	1.01	1.03	1.05	1.08	1.10	1.13	1.16	Standby
36	28008	28656	29352	29988	30744	31452	32196	32952	33708	34560	35364	Annual
	2334	2388	2446	2499	2562	2621	2683	2746	2809	2880	2947	Monthly
	13.41	13.72	14.06	14.36	14.72	15.06	15.42	15.78	16.14	16.55	16.94	Hourly
	0.94	0.96	0.98	1.01	1.03	1.05	1.08	1.10	1.13	1.16	1.19	Standby
37	28656	29352	29988	30744	31452	32196	32952	33708	34560	35364	36204	Annual
	2388	2446	2499	2562	2621	2683	2746	2809	2880	2947	3017	Monthly
	13.72	14.06	14.36	14.72	15.06	15.42	15.78	16.14	16.55	16.94	17.34	Hourly
	0.96	0.98	1.01	1.03	1.05	1.08	1.10	1.13	1.16	1.19	1.21	Standby

RANGE	STEP A	2.90% STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
38	29352	29988	30744	31452	32196	32952	33708	34560	35364	36204	37092	Annual
	2446	2499	2562	2621	2683	2746	2809	2880	2947	3017	3091	Monthly
	14.06	14.36	14.72	15.06	15.42	15.78	16.14	16.55	16.94	17.34	17.76	Hourly
	0.98	1.01	1.03	1.05	1.08	1.10	1.13	1.16	1.19	1.21	1.24	Standby
39	29988	30744	31452	32196	32952	33708	34560	35364	36204	37092	38016	Annual
	2499	2562	2621	2683	2746	2809	2880	2947	3017	3091	3168	Monthly
	14.36	14.72	15.06	15.42	15.78	16.14	16.55	16.94	17.34	17.76	18.21	Hourly
	1.01	1.03	1.05	1.08	1.10	1.13	1.16	1.19	1.21	1.24	1.27	Standby
40	30744	31452	32196	32952	33708	34560	35364	36204	37092	38016	38988	Annual
	2562	2621	2683	2746	2809	2880	2947	3017	3091	3168	3249	Monthly
	14.72	15.06	15.42	15.78	16.14	16.55	16.94	17.34	17.76	18.21	18.67	Hourly
	1.03	1.05	1.08	1.10	1.13	1.16	1.19	1.21	1.24	1.27	1.31	Standby
41	31452	32196	32952	33708	34560	35364	36204	37092	38016	38988	39936	Annual
	2621	2683	2746	2809	2880	2947	3017	3091	3168	3249	3328	Monthly
	15.06	15.42	15.78	16.14	16.55	16.94	17.34	17.76	18.21	18.67	19.13	Hourly
	1.05	1.08	1.10	1.13	1.16	1.19	1.21	1.24	1.27	1.31	1.34	Standby
42	32196	32952	33708	34560	35364	36204	37092	38016	38988	39936	40968	Annual
	2683	2746	2809	2880	2947	3017	3091	3168	3249	3328	3414	Monthly
	15.42	15.78	16.14	16.55	16.94	17.34	17.76	18.21	18.67	19.13	19.62	Hourly
	1.08	1.10	1.13	1.16	1.19	1.21	1.24	1.27	1.31	1.34	1.37	Standby
43	32952	33708	34560	35364	36204	37092	38016	38988	39936	40968	41928	Annual
	2746	2809	2880	2947	3017	3091	3168	3249	3328	3414	3494	Monthly
	15.78	16.14	16.55	16.94	17.34	17.76	18.21	18.67	19.13	19.62	20.08	Hourly
	1.10	1.13	1.16	1.19	1.21	1.24	1.27	1.31	1.34	1.37	1.41	Standby
44	33708	34560	35364	36204	37092	38016	38988	39936	40968	41928	43020	Annual
	2809	2880	2947	3017	3091	3168	3249	3328	3414	3494	3585	Monthly
	16.14	16.55	16.94	17.34	17.76	18.21	18.67	19.13	19.62	20.08	20.60	Hourly
	1.13	1.16	1.19	1.21	1.24	1.27	1.31	1.34	1.37	1.41	1.44	Standby
45	34560	35364	36204	37092	38016	38988	39936	40968	41928	43020	44100	Annual
	2880	2947	3017	3091	3168	3249	3328	3414	3494	3585	3675	Monthly
	16.55	16.94	17.34	17.76	18.21	18.67	19.13	19.62	20.08	20.60	21.12	Hourly
	1.16	1.19	1.21	1.24	1.27	1.31	1.34	1.37	1.41	1.44	1.48	Standby

RANGE	STEP A	2.90% STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
46	35364	36204	37092	38016	38988	39936	40968	41928	43020	44100	45228	Annual
	2947	3017	3091	3168	3249	3328	3414	3494	3585	3675	3769	Monthly
	16.94	17.34	17.76	18.21	18.67	19.13	19.62	20.08	20.60	21.12	21.66	Hourly
	1.19	1.21	1.24	1.27	1.31	1.34	1.37	1.41	1.44	1.48	1.52	Standby
47	36204	37092	38016	38988	39936	40968	41928	43020	44100	45228	46344	Annual
	3017	3091	3168	3249	3328	3414	3494	3585	3675	3769	3862	Monthly
	17.34	17.76	18.21	18.67	19.13	19.62	20.08	20.60	21.12	21.66	22.20	Hourly
	1.21	1.24	1.27	1.31	1.34	1.37	1.41	1.44	1.48	1.52	1.55	Standby
48	37092	38016	38988	39936	40968	41928	43020	44100	45228	46344	47496	Annual
	3091	3168	3249	3328	3414	3494	3585	3675	3769	3862	3958	Monthly
	17.76	18.21	18.67	19.13	19.62	20.08	20.60	21.12	21.66	22.20	22.75	Hourly
	1.24	1.27	1.31	1.34	1.37	1.41	1.44	1.48	1.52	1.55	1.59	Standby
49	38016	38988	39936	40968	41928	43020	44100	45228	46344	47496	48648	Annual
	3168	3249	3328	3414	3494	3585	3675	3769	3862	3958	4054	Monthly
	18.21	18.67	19.13	19.62	20.08	20.60	21.12	21.66	22.20	22.75	23.30	Hourly
	1.27	1.31	1.34	1.37	1.41	1.44	1.48	1.52	1.55	1.59	1.63	Standby
50	38988	39936	40968	41928	43020	44100	45228	46344	47496	48648	49896	Annual
	3249	3328	3414	3494	3585	3675	3769	3862	3958	4054	4158	Monthly
	18.67	19.13	19.62	20.08	20.60	21.12	21.66	22.20	22.75	23.30	23.90	Hourly
	1.31	1.34	1.37	1.41	1.44	1.48	1.52	1.55	1.59	1.63	1.67	Standby
51	39936	40968	41928	43020	44100	45228	46344	47496	48648	49896	51132	Annual
	3328	3414	3494	3585	3675	3769	3862	3958	4054	4158	4261	Monthly
	19.13	19.62	20.08	20.60	21.12	21.66	22.20	22.75	23.30	23.90	24.49	Hourly
	1.34	1.37	1.41	1.44	1.48	1.52	1.55	1.59	1.63	1.67	1.71	Standby
52	40968	41928	43020	44100	45228	46344	47496	48648	49896	51132	52440	Annual
	3414	3494	3585	3675	3769	3862	3958	4054	4158	4261	4370	Monthly
	19.62	20.08	20.60	21.12	21.66	22.20	22.75	23.30	23.90	24.49	25.11	Hourly
	1.37	1.41	1.44	1.48	1.52	1.55	1.59	1.63	1.67	1.71	1.76	Standby
53	41928	43020	44100	45228	46344	47496	48648	49896	51132	52440	53724	Annual
	3494	3585	3675	3769	3862	3958	4054	4158	4261	4370	4477	Monthly
	20.08	20.60	21.12	21.66	22.20	22.75	23.30	23.90	24.49	25.11	25.73	Hourly
	1.41	1.44	1.48	1.52	1.55	1.59	1.63	1.67	1.71	1.76	1.80	Standby

RANGE	STEP A	2.90% STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
54	43020	44100	45228	46344	47496	48648	49896	51132	52440	53724	55068	Annual
	3585	3675	3769	3862	3958	4054	4158	4261	4370	4477	4589	Monthly
	20.60	21.12	21.66	22.20	22.75	23.30	23.90	24.49	25.11	25.73	26.37	Hourly
	1.44	1.48	1.52	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	Standby
55	44100	45228	46344	47496	48648	49896	51132	52440	53724	55068	56436	Annual
	3675	3769	3862	3958	4054	4158	4261	4370	4477	4589	4703	Monthly
	21.12	21.66	22.20	22.75	23.30	23.90	24.49	25.11	25.73	26.37	27.03	Hourly
	1.48	1.52	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	Standby
56	45228	46344	47496	48648	49896	51132	52440	53724	55068	56436	57852	Annual
	3769	3862	3958	4054	4158	4261	4370	4477	4589	4703	4821	Monthly
	21.66	22.20	22.75	23.30	23.90	24.49	25.11	25.73	26.37	27.03	27.71	Hourly
	1.52	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	Standby
57	46344	47496	48648	49896	51132	52440	53724	55068	56436	57852	59292	Annual
	3862	3958	4054	4158	4261	4370	4477	4589	4703	4821	4941	Monthly
	22.20	22.75	23.30	23.90	24.49	25.11	25.73	26.37	27.03	27.71	28.40	Hourly
	1.55	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	Standby
58	47496	48648	49896	51132	52440	53724	55068	56436	57852	59292	60804	Annual
	3958	4054	4158	4261	4370	4477	4589	4703	4821	4941	5067	Monthly
	22.75	23.30	23.90	24.49	25.11	25.73	26.37	27.03	27.71	28.40	29.12	Hourly
	1.59	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	Standby
59	48648	49896	51132	52440	53724	55068	56436	57852	59292	60804	62280	Annual
	4054	4158	4261	4370	4477	4589	4703	4821	4941	5067	5190	Monthly
	23.30	23.90	24.49	25.11	25.73	26.37	27.03	27.71	28.40	29.12	29.83	Hourly
	1.63	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	Standby
60	49896	51132	52440	53724	55068	56436	57852	59292	60804	62280	63900	Annual
	4158	4261	4370	4477	4589	4703	4821	4941	5067	5190	5325	Monthly
	23.90	24.49	25.11	25.73	26.37	27.03	27.71	28.40	29.12	29.83	30.60	Hourly
	1.67	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	Standby
61	51132	52440	53724	55068	56436	57852	59292	60804	62280	63900	65448	Annual
	4261	4370	4477	4589	4703	4821	4941	5067	5190	5325	5454	Monthly
	24.49	25.11	25.73	26.37	27.03	27.71	28.40	29.12	29.83	30.60	31.34	Hourly
	1.71	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.19	Standby

RANGE	STEP A	2.90% STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
62	52440	53724	55068	56436	57852	59292	60804	62280	63900	65448	67116	Annual
	4370	4477	4589	4703	4821	4941	5067	5190	5325	5454	5593	Monthly
	25.11	25.73	26.37	27.03	27.71	28.40	29.12	29.83	30.60	31.34	32.14	Hourly
	1.76	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.19	2.25	Standby
63	53724	55068	56436	57852	59292	60804	62280	63900	65448	67116	68796	Annual
	4477	4589	4703	4821	4941	5067	5190	5325	5454	5593	5733	Monthly
	25.73	26.37	27.03	27.71	28.40	29.12	29.83	30.60	31.34	32.14	32.95	Hourly
	1.80	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.19	2.25	2.31	Standby
64	55068	56436	57852	59292	60804	62280	63900	65448	67116	68796	70488	Annual
	4589	4703	4821	4941	5067	5190	5325	5454	5593	5733	5874	Monthly
	26.37	27.03	27.71	28.40	29.12	29.83	30.60	31.34	32.14	32.95	33.76	Hourly
	1.85	1.89	1.94	1.99	2.04	2.09	2.14	2.19	2.25	2.31	2.36	Standby
65	56436	57852	59292	60804	62280	63900	65448	67116	68796	70488	72240	Annual
	4703	4821	4941	5067	5190	5325	5454	5593	5733	5874	6020	Monthly
	27.03	27.71	28.40	29.12	29.83	30.60	31.34	32.14	32.95	33.76	34.60	Hourly
	1.89	1.94	1.99	2.04	2.09	2.14	2.19	2.25	2.31	2.36	2.42	Standby
66	57852	59292	60804	62280	63900	65448	67116	68796	70488	72240	74076	Annual
	4821	4941	5067	5190	5325	5454	5593	5733	5874	6020	6173	Monthly
	27.71	28.40	29.12	29.83	30.60	31.34	32.14	32.95	33.76	34.60	35.48	Hourly
	1.94	1.99	2.04	2.09	2.14	2.19	2.25	2.31	2.36	2.42	2.48	Standby
67	59292	60804	62280	63900	65448	67116	68796	70488	72240	74076	75912	Annual
	4941	5067	5190	5325	5454	5593	5733	5874	6020	6173	6326	Monthly
	28.40	29.12	29.83	30.60	31.34	32.14	32.95	33.76	34.60	35.48	36.36	Hourly
	1.99	2.04	2.09	2.14	2.19	2.25	2.31	2.36	2.42	2.48	2.55	Standby
68	60804	62280	63900	65448	67116	68796	70488	72240	74076	75912	77832	Annual
	5067	5190	5325	5454	5593	5733	5874	6020	6173	6326	6486	Monthly
	29.12	29.83	30.60	31.34	32.14	32.95	33.76	34.60	35.48	36.36	37.28	Hourly
	2.04	2.09	2.14	2.19	2.25	2.31	2.36	2.42	2.48	2.55	2.61	Standby
69	62280	63900	65448	67116	68796	70488	72240	74076	75912	77832	79764	Annual
	5190	5325	5454	5593	5733	5874	6020	6173	6326	6486	6647	Monthly
	29.83	30.60	31.34	32.14	32.95	33.76	34.60	35.48	36.36	37.28	38.20	Hourly
	2.09	2.14	2.19	2.25	2.31	2.36	2.42	2.48	2.55	2.61	2.67	Standby

RANGE	STEP A	2.90% STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
70	63900	65448	67116	68796	70488	72240	74076	75912	77832	79764	81768	Annual
	5325	5454	5593	5733	5874	6020	6173	6326	6486	6647	6814	Monthly
	30.60	31.34	32.14	32.95	33.76	34.60	35.48	36.36	37.28	38.20	39.16	Hourly
	2.14	2.19	2.25	2.31	2.36	2.42	2.48	2.55	2.61	2.67	2.74	Standby
71	65448	67116	68796	70488	72240	74076	75912	77832	79764	81768	83796	Annual
	5454	5593	5733	5874	6020	6173	6326	6486	6647	6814	6983	Monthly
	31.34	32.14	32.95	33.76	34.60	35.48	36.36	37.28	38.20	39.16	40.13	Hourly
	2.19	2.25	2.31	2.36	2.42	2.48	2.55	2.61	2.67	2.74	2.81	Standby
72	67116	68796	70488	72240	74076	75912	77832	79764	81768	83796	85908	Annual
	5593	5733	5874	6020	6173	6326	6486	6647	6814	6983	7159	Monthly
	32.14	32.95	33.76	34.60	35.48	36.36	37.28	38.20	39.16	40.13	41.14	Hourly
	2.25	2.31	2.36	2.42	2.48	2.55	2.61	2.67	2.74	2.81	2.88	Standby
73	68796	70488	72240	74076	75912	77832	79764	81768	83796	85908	88056	Annual
	5733	5874	6020	6173	6326	6486	6647	6814	6983	7159	7338	Monthly
	32.95	33.76	34.60	35.48	36.36	37.28	38.20	39.16	40.13	41.14	42.17	Hourly
	2.31	2.36	2.42	2.48	2.55	2.61	2.67	2.74	2.81	2.88	2.95	Standby
74	70488	72240	74076	75912	77832	79764	81768	83796	85908	88056	90264	Annual
	5874	6020	6173	6326	6486	6647	6814	6983	7159	7338	7522	Monthly
	33.76	34.60	35.48	36.36	37.28	38.20	39.16	40.13	41.14	42.17	43.23	Hourly
	2.36	2.42	2.48	2.55	2.61	2.67	2.74	2.81	2.88	2.95	3.03	Standby
75	72240	74076	75912	77832	79764	81768	83796	85908	88056	90264	92496	Annual
	6020	6173	6326	6486	6647	6814	6983	7159	7338	7522	7708	Monthly
	34.60	35.48	36.36	37.28	38.20	39.16	40.13	41.14	42.17	43.23	44.30	Hourly
	2.42	2.48	2.55	2.61	2.67	2.74	2.81	2.88	2.95	3.03	3.10	Standby
76	74076	75912	77832	79764	81768	83796	85908	88056	90264	92496	94848	Annual
	6173	6326	6486	6647	6814	6983	7159	7338	7522	7708	7904	Monthly
	35.48	36.36	37.28	38.20	39.16	40.13	41.14	42.17	43.23	44.30	45.43	Hourly
	2.48	2.55	2.61	2.67	2.74	2.81	2.88	2.95	3.03	3.10	3.18	Standby
77	75912	77832	79764	81768	83796	85908	88056	90264	92496	94848	97176	Annual
	6326	6486	6647	6814	6983	7159	7338	7522	7708	7904	8098	Monthly
	36.36	37.28	38.20	39.16	40.13	41.14	42.17	43.23	44.30	45.43	46.54	Hourly
	2.55	2.61	2.67	2.74	2.81	2.88	2.95	3.03	3.10	3.18	3.26	Standby

RANGE	STEP A	2.90% STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
78	77832	79764	81768	83796	85908	88056	90264	92496	94848	97176	99612	Annual
	6486	6647	6814	6983	7159	7338	7522	7708	7904	8098	8301	Monthly
	37.28	38.20	39.16	40.13	41.14	42.17	43.23	44.30	45.43	46.54	47.71	Hourly
	2.61	2.67	2.74	2.81	2.88	2.95	3.03	3.10	3.18	3.26	3.34	Standby
79	79764	81768	83796	85908	88056	90264	92496	94848	97176	99612	102120	Annual
	6647	6814	6983	7159	7338	7522	7708	7904	8098	8301	8510	Monthly
	38.20	39.16	40.13	41.14	42.17	43.23	44.30	45.43	46.54	47.71	48.91	Hourly
	2.67	2.74	2.81	2.88	2.95	3.03	3.10	3.18	3.26	3.34	3.42	Standby
80	81768	83796	85908	88056	90264	92496	94848	97176	99612	102120	104664	Annual
	6814	6983	7159	7338	7522	7708	7904	8098	8301	8510	8722	Monthly
	39.16	40.13	41.14	42.17	43.23	44.30	45.43	46.54	47.71	48.91	50.13	Hourly
	2.74	2.81	2.88	2.95	3.03	3.10	3.18	3.26	3.34	3.42	3.51	Standby
81	83796	85908	88056	90264	92496	94848	97176	99612	102120	104664	107256	Annual
	6983	7159	7338	7522	7708	7904	8098	8301	8510	8722	8938	Monthly
	40.13	41.14	42.17	43.23	44.30	45.43	46.54	47.71	48.91	50.13	51.37	Hourly
	2.81	2.88	2.95	3.03	3.10	3.18	3.26	3.34	3.42	3.51	3.60	Standby
82	85908	88056	90264	92496	94848	97176	99612	102120	104664	107256	109932	Annual
	7159	7338	7522	7708	7904	8098	8301	8510	8722	8938	9161	Monthly
	41.14	42.17	43.23	44.30	45.43	46.54	47.71	48.91	50.13	51.37	52.65	Hourly
	2.88	2.95	3.03	3.10	3.18	3.26	3.34	3.42	3.51	3.60	3.69	Standby
83	88056	90264	92496	94848	97176	99612	102120	104664	107256	109932	112704	Annual
	7338	7522	7708	7904	8098	8301	8510	8722	8938	9161	9392	Monthly
	42.17	43.23	44.30	45.43	46.54	47.71	48.91	50.13	51.37	52.65	53.98	Hourly
	2.95	3.03	3.10	3.18	3.26	3.34	3.42	3.51	3.60	3.69	3.78	Standby
84	90264	92496	94848	97176	99612	102120	104664	107256	109932	112704	115500	Annual
	7522	7708	7904	8098	8301	8510	8722	8938	9161	9392	9625	Monthly
	43.23	44.30	45.43	46.54	47.71	48.91	50.13	51.37	52.65	53.98	55.32	Hourly
	3.03	3.10	3.18	3.26	3.34	3.42	3.51	3.60	3.69	3.78	3.87	Standby
85	92496	94848	97176	99612	102120	104664	107256	109932	112704	115500	118380	Annual
	7708	7904	8098	8301	8510	8722	8938	9161	9392	9625	9865	Monthly
	44.30	45.43	46.54	47.71	48.91	50.13	51.37	52.65	53.98	55.32	56.70	Hourly
	3.10	3.18	3.26	3.34	3.42	3.51	3.60	3.69	3.78	3.87	3.97	Standby

RANGE	STEP A	2.90% STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
86	94848	97176	99612	102120	104664	107256	109932	112704	115500	118380	121380	Annual
	7904	8098	8301	8510	8722	8938	9161	9392	9625	9865	10115	Monthly
	45.43	46.54	47.71	48.91	50.13	51.37	52.65	53.98	55.32	56.70	58.13	Hourly
	3.18	3.26	3.34	3.42	3.51	3.60	3.69	3.78	3.87	3.97	4.07	Standby
87	97176	99612	102120	104664	107256	109932	112704	115500	118380	121380	124368	Annual
	8098	8301	8510	8722	8938	9161	9392	9625	9865	10115	10364	Monthly
	46.54	47.71	48.91	50.13	51.37	52.65	53.98	55.32	56.70	58.13	59.56	Hourly
	3.26	3.34	3.42	3.51	3.60	3.69	3.78	3.87	3.97	4.07	4.17	Standby
88	99612	102120	104664	107256	109932	112704	115500	118380	121380	124368	127500	Annual
	8301	8510	8722	8938	9161	9392	9625	9865	10115	10364	10625	Monthly
	47.71	48.91	50.13	51.37	52.65	53.98	55.32	56.70	58.13	59.56	61.06	Hourly
	3.34	3.42	3.51	3.60	3.69	3.78	3.87	3.97	4.07	4.17	4.27	Standby
89	102120	104664	107256	109932	112704	115500	118380	121380	124368	127500	130728	Annual
	8510	8722	8938	9161	9392	9625	9865	10115	10364	10625	10894	Monthly
	48.91	50.13	51.37	52.65	53.98	55.32	56.70	58.13	59.56	61.06	62.61	Hourly
	3.42	3.51	3.60	3.69	3.78	3.87	3.97	4.07	4.17	4.27	4.38	Standby
90	104664	107256	109932	112704	115500	118380	121380	124368	127500	130728	133968	Annual
	8722	8938	9161	9392	9625	9865	10115	10364	10625	10894	11164	Monthly
	50.13	51.37	52.65	53.98	55.32	56.70	58.13	59.56	61.06	62.61	64.16	Hourly
	3.51	3.60	3.69	3.78	3.87	3.97	4.07	4.17	4.27	4.38	4.49	Standby
91	107256	109932	112704	115500	118380	121380	124368	127500	130728	133968	137352	Annual
	8938	9161	9392	9625	9865	10115	10364	10625	10894	11164	11446	Monthly
	51.37	52.65	53.98	55.32	56.70	58.13	59.56	61.06	62.61	64.16	65.78	Hourly
	3.60	3.69	3.78	3.87	3.97	4.07	4.17	4.27	4.38	4.49	4.60	Standby
92	109932	112704	115500	118380	121380	124368	127500	130728	133968	137352	140736	Annual
	9161	9392	9625	9865	10115	10364	10625	10894	11164	11446	11728	Monthly
	52.65	53.98	55.32	56.70	58.13	59.56	61.06	62.61	64.16	65.78	67.40	Hourly
	3.69	3.78	3.87	3.97	4.07	4.17	4.27	4.38	4.49	4.60	4.72	Standby
93	112704	115500	118380	121380	124368	127500	130728	133968	137352	140736	144276	Annual
	9392	9625	9865	10115	10364	10625	10894	11164	11446	11728	12023	Monthly
	53.98	55.32	56.70	58.13	59.56	61.06	62.61	64.16	65.78	67.40	69.10	Hourly
	3.78	3.87	3.97	4.07	4.17	4.27	4.38	4.49	4.60	4.72	4.84	Standby

RANGE	STEP A	2.90% STEP B	STEP C	STEP D	STEP E	STEP F	STEP G	STEP H	STEP I	STEP J	STEP K	
94	115500	118380	121380	124368	127500	130728	133968	137352	140736	144276	147864	Annual
	9625	9865	10115	10364	10625	10894	11164	11446	11728	12023	12322	Monthly
	55.32	56.70	58.13	59.56	61.06	62.61	64.16	65.78	67.40	69.10	70.82	Hourly
	3.87	3.97	4.07	4.17	4.27	4.38	4.49	4.60	4.72	4.84	4.96	Standby
95	118380	121380	124368	127500	130728	133968	137352	140736	144276	147864	151620	Annual
	9865	10115	10364	10625	10894	11164	11446	11728	12023	12322	12635	Monthly
	56.70	58.13	59.56	61.06	62.61	64.16	65.78	67.40	69.10	70.82	72.61	Hourly
	3.97	4.07	4.17	4.27	4.38	4.49	4.60	4.72	4.84	4.96	5.08	Standby
96	121380	124368	127500	130728	133968	137352	140736	144276	147864	151620	155364	Annual
	10115	10364	10625	10894	11164	11446	11728	12023	12322	12635	12947	Monthly
	58.13	59.56	61.06	62.61	64.16	65.78	67.40	69.10	70.82	72.61	74.41	Hourly
	4.07	4.17	4.27	4.38	4.49	4.60	4.72	4.84	4.96	5.08	5.21	Standby
97	124368	127500	130728	133968	137352	140736	144276	147864	151620	155364	159276	Annual
	10364	10625	10894	11164	11446	11728	12023	12322	12635	12947	13273	Monthly
	59.56	61.06	62.61	64.16	65.78	67.40	69.10	70.82	72.61	74.41	76.28	Hourly
	4.17	4.27	4.38	4.49	4.60	4.72	4.84	4.96	5.08	5.21	5.34	Standby
98	127500	130728	133968	137352	140736	144276	147864	151620	155364	159276	163248	Annual
	10625	10894	11164	11446	11728	12023	12322	12635	12947	13273	13604	Monthly
	61.06	62.61	64.16	65.78	67.40	69.10	70.82	72.61	74.41	76.28	78.18	Hourly
	4.27	4.38	4.49	4.60	4.72	4.84	4.96	5.08	5.21	5.34	5.47	Standby
99A	130728	133968	137352	140736	144276	147864	151620	155364	159276	163248	167340	Annual
	10894	11164	11446	11728	12023	12322	12635	12947	13273	13604	13945	Monthly
	62.61	64.16	65.78	67.40	69.10	70.82	72.61	74.41	76.28	78.18	80.14	Hourly
	4.38	4.49	4.60	4.72	4.84	4.96	5.08	5.21	5.34	5.47	5.61	Standby

#### N Range Salary Schedule for Teamsters Represented Employees Effective July 1, 2005 through June 30, 2006

3.2%

					Years o	f Exper	ience													
SALARY		-	•	-	0	F	1		2		3	4	5 M	6 N	7	8 P	12	15	20 S	•
RANGE	Α	В	С	D	E		G	Н	I	J	K	L 10101			0	•	Q	R		
	31164	31884	32664	33420	34200	35004	35856	36708	37596	38496	39480	40464	41484	42540	43548	44640	45768	46920		Annual
39EN	2597	2657	2722	2785	2850	2917	2988	3059	3133	3208	3290	3372	3457	3545	3629	3720	3814	3910		Monthly
	14.93	15.27	15.64	16.01	16.38	16.76	17.17	17.58	18.01	18.44	18.91	19.38	19.87	20.37	20.86	21.38	21.92	22.47		Hourly
	1.05	1.07	1.09	1.12	1.15	1.17	1.20	1.23	1.26	1.29	1.32	1.36	1.39	1.43	1.46	1.50	1.53	1.57	1.61	Standby
	00004	00.400	0.4000	05004	05050	00700	07500	00400	00400	40404	44404	405.40	405.40	44040	45700	40000	40400	40004	50500	4
4450	32664	33420	34200	35004	35856	36708		38496	39480	40464	41484	42540	43548	44640	45768	46920	48120	49284		Annual
41EN	2722	2785	2850	2917	2988	3059	3133	3208	3290	3372	3457	3545	3629	3720	3814	3910	4010	4107		Monthly
	15.64	16.01	16.38	16.76	17.17	17.58	18.01	18.44	18.91	19.38	19.87	20.37	20.86	21.38	21.92	22.47	23.05	23.60	-	Hourly
	1.09	1.12	1.15	1.17	1.20	1.23	1.26	1.29	1.32	1.36	1.39	1.43	1.46	1.50	1.53	1.57	1.61	1.65	1.69	Standby
	0		1		2		3		4		5	6	7	8	9	10	12	15	20	
	Α	В	С	D	Е	F	G	Н	l	J	K	L	М	N	0	Р	Q	R	S	<u>.</u>
	35856	36708	37596	38496	39480	40464	41484	42540	43548	44640	45768	46920	48120	49284	50532	51780	53112	54408	55700	Annual
45N				00.00			_			1 10 10	701 OO	10020			0000=	01700	33112	34400	33766	Alliluai
7314	2988	3059	3133	3208	3290	3372	3457	3545	3629	3720	3814	3910	4010	4107	4211	4315	4426	4534		Monthly
7514	2988 17.17				3290 18.91	3372 19.38	3457 19.87												4649	
4514		3059	3133	3208				3545	3629	3720	3814	3910	4010	4107	4211	4315	4426	4534	4649 26.72	Monthly
4514	17.17 1.20	3059 17.58 1.23	3133 18.01 1.26	3208 18.44 1.29	18.91 1.32	19.38 1.36	19.87 1.39	3545 20.37 1.43	3629 20.86 1.46	3720 21.38 1.50	3814 21.92 1.53	3910 22.47 1.57	4010 23.05 1.61	4107 23.60 1.65	4211 24.20 1.69	4315 24.80 1.74	4426 25.44 1.78	4534 26.06 1.82	4649 26.72 1.87	Monthly Hourly Standby
	17.17 1.20 37596	3059 17.58 1.23 38496	3133 18.01 1.26 39480	3208 18.44 1.29 40464	18.91 1.32 41484	19.38 1.36 42540	19.87 1.39 43548	3545 20.37 1.43 44640	3629 20.86 1.46 45768	3720 21.38 1.50 46920	3814 21.92 1.53 48120	3910 22.47 1.57 49284	4010 23.05 1.61 50532	4107 23.60 1.65 51780	4211 24.20 1.69 53112	4315 24.80 1.74 54408	4426 25.44 1.78 55788	4534 26.06 1.82 57180	4649 26.72 1.87 58584	Monthly Hourly Standby Annual
47N	17.17 1.20 37596 3133	3059 17.58 1.23 38496 3208	3133 18.01 1.26 39480 3290	3208 18.44 1.29 40464 3372	18.91 1.32 41484 3457	19.38 1.36 42540 3545	19.87 1.39 43548 3629	3545 20.37 1.43 44640 3720	3629 20.86 1.46 45768 3814	3720 21.38 1.50 46920 3910	3814 21.92 1.53 48120 4010	3910 22.47 1.57 49284 4107	4010 23.05 1.61 50532 4211	4107 23.60 1.65 51780 4315	4211 24.20 1.69 53112 4426	4315 24.80 1.74 54408 4534	4426 25.44 1.78 55788 4649	4534 26.06 1.82 57180 4765	4649 26.72 1.87 58584 4882	Monthly Hourly Standby Annual Monthly
	17.17 1.20 37596 3133 18.01	3059 17.58 1.23 38496 3208 18.44	3133 18.01 1.26 39480 3290 18.91	3208 18.44 1.29 40464 3372 19.38	18.91 1.32 41484 3457 19.87	19.38 1.36 42540 3545 20.37	19.87 1.39 43548 3629 20.86	3545 20.37 1.43 44640 3720 21.38	3629 20.86 1.46 45768 3814 21.92	3720 21.38 1.50 46920 3910 22.47	3814 21.92 1.53 48120 4010 23.05	3910 22.47 1.57 49284 4107 23.60	4010 23.05 1.61 50532 4211 24.20	4107 23.60 1.65 51780 4315 24.80	4211 24.20 1.69 53112 4426 25.44	4315 24.80 1.74 54408 4534 26.06	4426 25.44 1.78 55788 4649 26.72	4534 26.06 1.82 57180 4765 27.39	4649 26.72 1.87 58584 4882 28.06	Monthly Hourly Standby Annual Monthly Hourly
	17.17 1.20 37596 3133	3059 17.58 1.23 38496 3208	3133 18.01 1.26 39480 3290	3208 18.44 1.29 40464 3372	18.91 1.32 41484 3457	19.38 1.36 42540 3545	19.87 1.39 43548 3629	3545 20.37 1.43 44640 3720	3629 20.86 1.46 45768 3814	3720 21.38 1.50 46920 3910	3814 21.92 1.53 48120 4010	3910 22.47 1.57 49284 4107	4010 23.05 1.61 50532 4211	4107 23.60 1.65 51780 4315	4211 24.20 1.69 53112 4426	4315 24.80 1.74 54408 4534	4426 25.44 1.78 55788 4649	4534 26.06 1.82 57180 4765	4649 26.72 1.87 58584 4882	Monthly Hourly Standby Annual Monthly
	17.17 1.20 37596 3133 18.01 1.26	3059 17.58 1.23 38496 3208 18.44 1.29	3133 18.01 1.26 39480 3290 18.91 1.32	3208 18.44 1.29 40464 3372 19.38 1.36	18.91 1.32 41484 3457 19.87 1.39	19.38 1.36 42540 3545 20.37 1.43	19.87 1.39 43548 3629 20.86 1.46	3545 20.37 1.43 44640 3720 21.38 1.50	3629 20.86 1.46 45768 3814 21.92 1.53	3720 21.38 1.50 46920 3910 22.47 1.57	3814 21.92 1.53 48120 4010 23.05 1.61	3910 22.47 1.57 49284 4107 23.60 1.65	4010 23.05 1.61 50532 4211 24.20 1.69	4107 23.60 1.65 51780 4315 24.80 1.74	4211 24.20 1.69 53112 4426 25.44 1.78	4315 24.80 1.74 54408 4534 26.06 1.82	4426 25.44 1.78 55788 4649 26.72 1.87	4534 26.06 1.82 57180 4765 27.39 1.92	4649 26.72 1.87 58584 4882 28.06 1.96	Monthly Hourly Standby Annual Monthly Hourly Standby
47N	17.17 1.20 37596 3133 18.01 1.26 39480	3059 17.58 1.23 38496 3208 18.44 1.29	3133 18.01 1.26 39480 3290 18.91 1.32 41484	3208 18.44 1.29 40464 3372 19.38 1.36 42540	18.91 1.32 41484 3457 19.87 1.39 43548	19.38 1.36 42540 3545 20.37 1.43	19.87 1.39 43548 3629 20.86 1.46 45768	3545 20.37 1.43 44640 3720 21.38 1.50 46920	3629 20.86 1.46 45768 3814 21.92 1.53 48120	3720 21.38 1.50 46920 3910 22.47 1.57	3814 21.92 1.53 48120 4010 23.05 1.61 50532	3910 22.47 1.57 49284 4107 23.60 1.65 51780	4010 23.05 1.61 50532 4211 24.20 1.69 53112	4107 23.60 1.65 51780 4315 24.80 1.74 54408	4211 24.20 1.69 53112 4426 25.44 1.78	4315 24.80 1.74 54408 4534 26.06 1.82 57180	4426 25.44 1.78 55788 4649 26.72 1.87	4534 26.06 1.82 57180 4765 27.39 1.92 60048	4649 26.72 1.87 58584 4882 28.06 1.96 61560	Monthly Hourly Standby Annual Monthly Hourly Standby
	17.17 1.20 37596 3133 18.01 1.26 39480 3290	3059 17.58 1.23 38496 3208 18.44 1.29 40464 3372	3133 18.01 1.26 39480 3290 18.91 1.32 41484 3457	3208 18.44 1.29 40464 3372 19.38 1.36 42540 3545	18.91 1.32 41484 3457 19.87 1.39 43548 3629	19.38 1.36 42540 3545 20.37 1.43 44640 3720	19.87 1.39 43548 3629 20.86 1.46 45768 3814	3545 20.37 1.43 44640 3720 21.38 1.50 46920 3910	3629 20.86 1.46 45768 3814 21.92 1.53 48120 4010	3720 21.38 1.50 46920 3910 22.47 1.57 49284 4107	3814 21.92 1.53 48120 4010 23.05 1.61 50532 4211	3910 22.47 1.57 49284 4107 23.60 1.65 51780 4315	4010 23.05 1.61 50532 4211 24.20 1.69 53112 4426	4107 23.60 1.65 51780 4315 24.80 1.74 54408 4534	4211 24.20 1.69 53112 4426 25.44 1.78 55788 4649	4315 24.80 1.74 54408 4534 26.06 1.82 57180 4765	4426 25.44 1.78 55788 4649 26.72 1.87 58584 4882	4534 26.06 1.82 57180 4765 27.39 1.92 60048 5004	4649 26.72 1.87 58584 4882 28.06 1.96 61560 5130	Monthly Hourly Standby  Annual Monthly Hourly Standby  Annual Monthly
47N	17.17 1.20 37596 3133 18.01 1.26 39480	3059 17.58 1.23 38496 3208 18.44 1.29	3133 18.01 1.26 39480 3290 18.91 1.32 41484	3208 18.44 1.29 40464 3372 19.38 1.36 42540	18.91 1.32 41484 3457 19.87 1.39 43548	19.38 1.36 42540 3545 20.37 1.43	19.87 1.39 43548 3629 20.86 1.46 45768	3545 20.37 1.43 44640 3720 21.38 1.50 46920	3629 20.86 1.46 45768 3814 21.92 1.53 48120	3720 21.38 1.50 46920 3910 22.47 1.57	3814 21.92 1.53 48120 4010 23.05 1.61 50532	3910 22.47 1.57 49284 4107 23.60 1.65 51780	4010 23.05 1.61 50532 4211 24.20 1.69 53112	4107 23.60 1.65 51780 4315 24.80 1.74 54408	4211 24.20 1.69 53112 4426 25.44 1.78	4315 24.80 1.74 54408 4534 26.06 1.82 57180	4426 25.44 1.78 55788 4649 26.72 1.87	4534 26.06 1.82 57180 4765 27.39 1.92 60048	4649 26.72 1.87 58584 4882 28.06 1.96 61560 5130 29.48	Monthly Hourly Standby Annual Monthly Hourly Standby

#### N Range Salary Schedule for Teamsters Represented Employees Effective July 1, 2005 through June 30, 2006

	0		1		2		3		4		5	6	7	8	9	10	12	15	20	
	Α	В	С	D	Е	F	G	Н	ı	J	K	L	М	N	0	Р	Q	R	S	·
	40464	41484	42540	43548	44640	45768	46920	48120	49284	50532	51780	53112	54408	55788	57180	58584	60048	61560		Annual
50N	3372	3457	3545	3629	3720	3814	3910	4010	4107	4211	4315	4426	4534	4649	4765	4882	5004	5130	5260	Monthly
	19.38	19.87	20.37	20.86	21.38	21.92	22.47	23.05	23.60	24.20	24.80	25.44	26.06	26.72	27.39	28.06	28.76	29.48		Hourly
	1.36	1.39	1.43	1.46	1.50	1.53	1.57	1.61	1.65	1.69	1.74	1.78	1.82	1.87	1.92	1.96	2.01	2.06	2.12	Standby
	41484		43548	44640	45768		48120			51780	53112	54408	55788	57180	58584	60048	61560	63120		Annual
51N	3457	3545	3629	3720	3814	3910	4010	4107	4211	4315	4426	4534	4649	4765	4882	5004	5130	5260		Monthly
	19.87	20.37	20.86	21.38	21.92	22.47	23.05	23.60	24.20	24.80	25.44	26.06	26.72	27.39	28.06	28.76	29.48	30.23		Hourly
	1.39	1.43	1.46	1.50	1.53	1.57	1.61	1.65	1.69	1.74	1.78	1.82	1.87	1.92	1.96	2.01	2.06	2.12	2.17	Standby
	12510	43548	44640	45768	46920	10120	49284	EOE22	E1700	E2112	54408	55788	E7100	58584	60049	61560	62120	64660	66334	Annual
52N	42540 3545	3629	3720	3814	3910	40120	49204	4211	4315	53112 4426	4534	4649	57180 4765	4882	60048 5004	5130	63120 5260	64668 5389		Monthly
JZIN	20.37	20.86	21.38	21.92	22.47	23.05	23.60	24.20	24.80	25.44	26.06	26.72	27.39	28.06	28.76	29.48	30.23	30.97		Hourly
	1.43	1.46	1.50	1.53	1.57	1.61	1.65	1.69	1.74	1.78	1.82	1.87	1.92	1.96	2.01	29.46	2.12	2.17	-	Standby
	1.43	1.40	1.50	1.55	1.57	1.01	1.00	1.03	1.74	1.70	1.02	1.07	1.32	1.30	2.01	2.00	2.12	2.17	2.22	Staridby
	43548	44640	45768	46920	48120	49284	50532	51780	53112	54408	55788	57180	58584	60048	61560	63120	64668	66324	67956	Annual
53N	3629	3720	3814	3910	4010	4107	4211	4315	4426	4534	4649	4765	4882	5004	5130	5260	5389	5527		Monthly
	20.86	21.38	21.92	22.47	23.05	23.60	24.20	24.80	25.44	26.06	26.72	27.39	28.06	28.76	29.48	30.23	30.97	31.76		Hourly
	1.46	1.50	1.53	1.57	1.61	1.65	1.69	1.74	1.78	1.82	1.87	1.92	1.96	2.01	2.06	2.12	2.17	2.22		Standby
																				- · · · · · · · · · · · · · · · · · · ·
	44640	45768	46920	48120	49284	50532	51780	53112	54408	55788	57180	58584	60048	61560	63120	64668	66324	67956	69648	Annual
54N	3720	3814	3910	4010	4107	4211	4315	4426	4534	4649	4765	4882	5004	5130	5260	5389	5527	5663	5804	Monthly
	21.38	21.92	22.47	23.05	23.60	24.20	24.80	25.44	26.06	26.72	27.39	28.06	28.76	29.48	30.23	30.97	31.76	32.55	33.36	Hourly
	1.50	1.53	1.57	1.61	1.65	1.69	1.74	1.78	1.82	1.87	1.92	1.96	2.01	2.06	2.12	2.17	2.22	2.28	2.34	Standby
	45768	46920	48120	49284	50532		53112		55788	57180	58584	60048	61560	63120	64668	66324	67956	69648		Annual
55N	3814	3910	4010	4107	4211	4315	4426	4534	4649	4765	4882	5004	5130	5260	5389	5527	5663	5804		Monthly
	21.92	22.47	23.05	23.60	24.20	24.80	25.44	26.06	26.72	27.39	28.06	28.76	29.48	30.23	30.97	31.76	32.55	33.36		Hourly
	1.53	1.57	1.61	1.65	1.69	1.74	1.78	1.82	1.87	1.92	1.96	2.01	2.06	2.12	2.17	2.22	2.28	2.34	2.39	Standby

#### N Range Salary Schedule for Teamsters Represented Employees Effective July 1, 2005 through June 30, 2006

73164 Annual 6097 Monthly 35.04 Hourly 2.45 Standby
6097 Monthly 35.04 Hourly 2.45 Standby
35.04 Hourly 2.45 Standby
2.45 Standby
,
75000 Annual
6250 Monthly
35.92 Hourly
2.51 Standby
70700 4
78792 Annual
6566 Monthly 37.74 Hourly
2.64 Standby
2.04 Stariuby
82812 Annual
6901 Monthly
39.66 Hourly
2.78 Standby
2.70 Glandby
87012 Annual
7251 Monthly
41.67 Hourly
2.92 Standby
•
91416 <i>Annual</i>
7618 Monthly
43.78 Hourly
3.06 Standby

#### N Range Salary Schedule for Teamsters Represented Employees Effective July 1, 2006 through June 30, 2007

+ 2.9%

			Years of	Experier	nce															
SALARY							1		2		3	4	5	6	7	8	12	15	20	_
RANGE	Α	В	С	D	Е	F	G	Н		J	K	L	М	N	0	Р	Q	R	S	=
	32064	32808	33612	34392	35196	36024	36900	37776	38688	39612	40620	41640	42684	43776	44808	45936	47100	48276	49512	Annual
39EN	2672	2734	2801	2866	2933	3002	3075	3148	3224	3301	3385	3470	3557	3648	3734	3828	3925	4023	4126	Monthly
	15.36	15.71	16.10	16.47	16.86	17.25	17.67	18.09	18.53	18.97	19.45	19.94	20.44	20.97	21.46	22.00	22.56	23.12	23.71	Hourly
	1.08	1.10	1.13	1.15	1.18	1.21	1.24	1.27	1.30	1.33	1.36	1.40	1.43	1.47	1.50	1.54	1.58	1.62	1.66	Standby
	22042	24200	25400	20024	20000	07770	20000	20042	40000	44040	40004	40770	44000	45000	47400	40070	40540	E0740	E4000	A
4451	33612	34392	35196	36024	36900	37776	38688	39612	40620	41640	42684	43776	44808	45936	47100	48276	49512	50712	51996	Annual
41EN	2801	2866	2933	3002	3075	3148	3224	3301	3385	3470	3557	3648	3734	3828	3925	4023	4126	4226 24.29	4333	Monthly
	16.10 1.13	16.47 1.15	16.86 1.18	17.25 1.21	17.67 1.24	18.09 1.27	18.53 1.30	18.97 1.33	19.45 1.36	19.94 1.40	20.44 1.43	20.97 1.47	21.46 1.50	22.00 1.54	22.56 1.58	23.12 1.62	23.71 1.66	24.29 1.70	24.90 1.74	Hourly Standby
	1.13	1.15	1.10	1.21	1.24	1.21	1.30	1.33	1.30	1.40	1.43	1.47	1.50	1.34	1.36	1.02	1.00	1.70	1.74	Stariuby
		Years	of Expe	rience																
	0		1		2		3		4		5	6	7	8	9	10	12	15	20	
	Α	В	С	D	Е	F	G	Н			K		М	N	0	Р	Q	R	S	-
	_		C			•	G	• • • • • • • • • • • • • • • • • • • •	•	9	1.	_	141	14	U	-	Q	17	3	
	36900	37776	38688	39612	40620	41640	42684	43776	44808	45936	47100	48276	49512	50712	51996	53280	54648	55980	57408	Annual
45N			_			=	_		44808 3734	45936 3828		48276 4023			_	=	-			Annual Monthly
45N	36900	37776	38688	39612	40620	41640	42684	43776			47100		49512	50712	51996	53280	54648	55980	57408	
45N	36900 3075	37776 3148	38688 3224	39612 3301	40620 3385	41640 3470	42684 3557	43776 3648	3734	3828	47100 3925	4023	49512 4126	50712 4226	51996 4333	53280 4440	54648 4554	55980 4665	57408 4784	Monthly
45N	36900 3075 17.67 1.24	37776 3148 18.09 1.27	38688 3224 18.53 1.30	39612 3301 18.97 1.33	40620 3385 19.45 1.36	41640 3470 19.94 1.40	42684 3557 20.44 1.43	43776 3648 20.97 1.47	3734 21.46 1.50	3828 22.00 1.54	47100 3925 22.56 1.58	4023 23.12 1.62	49512 4126 23.71 1.66	50712 4226 24.29 1.70	51996 4333 24.90 1.74	53280 4440 25.52 1.79	54648 4554 26.17 1.83	55980 4665 26.81 1.88	57408 4784 27.49 1.92	Monthly Hourly Standby
	36900 3075 17.67 1.24 38688	37776 3148 18.09 1.27 39612	38688 3224 18.53 1.30 40620	39612 3301 18.97 1.33 41640	40620 3385 19.45 1.36 42684	41640 3470 19.94 1.40 43776	42684 3557 20.44 1.43 44808	43776 3648 20.97 1.47 45936	3734 21.46 1.50 47100	3828 22.00 1.54 48276	47100 3925 22.56 1.58 49512	4023 23.12 1.62 50712	49512 4126 23.71 1.66 51996	50712 4226 24.29 1.70 53280	51996 4333 24.90 1.74 54648	53280 4440 25.52 1.79 55980	54648 4554 26.17 1.83 57408	55980 4665 26.81 1.88 58836	57408 4784 27.49 1.92 60288	Monthly Hourly Standby Annual
45N 47N	36900 3075 17.67 1.24 38688 3224	37776 3148 18.09 1.27 39612 3301	38688 3224 18.53 1.30 40620 3385	39612 3301 18.97 1.33 41640 3470	40620 3385 19.45 1.36 42684 3557	41640 3470 19.94 1.40 43776 3648	42684 3557 20.44 1.43 44808 3734	43776 3648 20.97 1.47 45936 3828	3734 21.46 1.50 47100 3925	3828 22.00 1.54 48276 4023	47100 3925 22.56 1.58 49512 4126	4023 23.12 1.62 50712 4226	49512 4126 23.71 1.66 51996 4333	50712 4226 24.29 1.70 53280 4440	51996 4333 24.90 1.74 54648 4554	53280 4440 25.52 1.79 55980 4665	54648 4554 26.17 1.83 57408 4784	55980 4665 26.81 1.88 58836 4903	57408 4784 27.49 1.92 60288 5024	Monthly Hourly Standby Annual Monthly
	36900 3075 17.67 1.24 38688 3224 18.53	37776 3148 18.09 1.27 39612 3301 18.97	38688 3224 18.53 1.30 40620 3385 19.45	39612 3301 18.97 1.33 41640 3470 19.94	40620 3385 19.45 1.36 42684 3557 20.44	41640 3470 19.94 1.40 43776 3648 20.97	42684 3557 20.44 1.43 44808 3734 21.46	43776 3648 20.97 1.47 45936 3828 22.00	3734 21.46 1.50 47100 3925 22.56	3828 22.00 1.54 48276 4023 23.12	47100 3925 22.56 1.58 49512 4126 23.71	4023 23.12 1.62 50712 4226 24.29	49512 4126 23.71 1.66 51996 4333 24.90	50712 4226 24.29 1.70 53280 4440 25.52	51996 4333 24.90 1.74 54648 4554 26.17	53280 4440 25.52 1.79 55980 4665 26.81	54648 4554 26.17 1.83 57408 4784 27.49	55980 4665 26.81 1.88 58836 4903 28.18	57408 4784 27.49 1.92 60288 5024 28.87	Monthly Hourly Standby Annual Monthly Hourly
	36900 3075 17.67 1.24 38688 3224	37776 3148 18.09 1.27 39612 3301	38688 3224 18.53 1.30 40620 3385	39612 3301 18.97 1.33 41640 3470	40620 3385 19.45 1.36 42684 3557	41640 3470 19.94 1.40 43776 3648	42684 3557 20.44 1.43 44808 3734	43776 3648 20.97 1.47 45936 3828	3734 21.46 1.50 47100 3925	3828 22.00 1.54 48276 4023	47100 3925 22.56 1.58 49512 4126	4023 23.12 1.62 50712 4226	49512 4126 23.71 1.66 51996 4333	50712 4226 24.29 1.70 53280 4440	51996 4333 24.90 1.74 54648 4554	53280 4440 25.52 1.79 55980 4665	54648 4554 26.17 1.83 57408 4784	55980 4665 26.81 1.88 58836 4903	57408 4784 27.49 1.92 60288 5024	Monthly Hourly Standby Annual Monthly
	36900 3075 17.67 1.24 38688 3224 18.53 1.30	37776 3148 18.09 1.27 39612 3301 18.97 1.33	38688 3224 18.53 1.30 40620 3385 19.45 1.36	39612 3301 18.97 1.33 41640 3470 19.94 1.40	40620 3385 19.45 1.36 42684 3557 20.44 1.43	41640 3470 19.94 1.40 43776 3648 20.97 1.47	42684 3557 20.44 1.43 44808 3734 21.46 1.50	43776 3648 20.97 1.47 45936 3828 22.00 1.54	3734 21.46 1.50 47100 3925 22.56 1.58	3828 22.00 1.54 48276 4023 23.12 1.62	47100 3925 22.56 1.58 49512 4126 23.71 1.66	4023 23.12 1.62 50712 4226 24.29 1.70	49512 4126 23.71 1.66 51996 4333 24.90 1.74	50712 4226 24.29 1.70 53280 4440 25.52 1.79	51996 4333 24.90 1.74 54648 4554 26.17 1.83	53280 4440 25.52 1.79 55980 4665 26.81 1.88	54648 4554 26.17 1.83 57408 4784 27.49 1.92	55980 4665 26.81 1.88 58836 4903 28.18 1.97	57408 4784 27.49 1.92 60288 5024 28.87 2.02	Monthly Hourly Standby Annual Monthly Hourly Standby
47N	36900 3075 17.67 1.24 38688 3224 18.53 1.30	37776 3148 18.09 1.27 39612 3301 18.97 1.33	38688 3224 18.53 1.30 40620 3385 19.45 1.36	39612 3301 18.97 1.33 41640 3470 19.94 1.40	40620 3385 19.45 1.36 42684 3557 20.44 1.43	41640 3470 19.94 1.40 43776 3648 20.97 1.47	42684 3557 20.44 1.43 44808 3734 21.46 1.50	43776 3648 20.97 1.47 45936 3828 22.00 1.54	3734 21.46 1.50 47100 3925 22.56 1.58	3828 22.00 1.54 48276 4023 23.12 1.62 50712	47100 3925 22.56 1.58 49512 4126 23.71 1.66	4023 23.12 1.62 50712 4226 24.29 1.70	49512 4126 23.71 1.66 51996 4333 24.90 1.74	50712 4226 24.29 1.70 53280 4440 25.52 1.79	51996 4333 24.90 1.74 54648 4554 26.17 1.83	53280 4440 25.52 1.79 55980 4665 26.81 1.88	54648 4554 26.17 1.83 57408 4784 27.49 1.92 60288	55980 4665 26.81 1.88 58836 4903 28.18 1.97	57408 4784 27.49 1.92 60288 5024 28.87 2.02	Monthly Hourly Standby Annual Monthly Hourly Standby
	36900 3075 17.67 1.24 38688 3224 18.53 1.30 40620 3385	37776 3148 18.09 1.27 39612 3301 18.97 1.33 41640 3470	38688 3224 18.53 1.30 40620 3385 19.45 1.36 42684 3557	39612 3301 18.97 1.33 41640 3470 19.94 1.40 43776 3648	40620 3385 19.45 1.36 42684 3557 20.44 1.43 44808 3734	41640 3470 19.94 1.40 43776 3648 20.97 1.47 45936 3828	42684 3557 20.44 1.43 44808 3734 21.46 1.50 47100 3925	43776 3648 20.97 1.47 45936 3828 22.00 1.54 48276 4023	3734 21.46 1.50 47100 3925 22.56 1.58 49512 4126	3828 22.00 1.54 48276 4023 23.12 1.62 50712 4226	47100 3925 22.56 1.58 49512 4126 23.71 1.66 51996 4333	4023 23.12 1.62 50712 4226 24.29 1.70 53280 4440	49512 4126 23.71 1.66 51996 4333 24.90 1.74 54648 4554	50712 4226 24.29 1.70 53280 4440 25.52 1.79 55980 4665	51996 4333 24.90 1.74 54648 4554 26.17 1.83 57408 4784	53280 4440 25.52 1.79 55980 4665 26.81 1.88 58836 4903	54648 4554 26.17 1.83 57408 4784 27.49 1.92 60288 5024	55980 4665 26.81 1.88 58836 4903 28.18 1.97 61788 5149	57408 4784 27.49 1.92 60288 5024 28.87 2.02 63348 5279	Monthly Hourly Standby Annual Monthly Hourly Standby Annual Monthly
47N	36900 3075 17.67 1.24 38688 3224 18.53 1.30	37776 3148 18.09 1.27 39612 3301 18.97 1.33	38688 3224 18.53 1.30 40620 3385 19.45 1.36	39612 3301 18.97 1.33 41640 3470 19.94 1.40	40620 3385 19.45 1.36 42684 3557 20.44 1.43	41640 3470 19.94 1.40 43776 3648 20.97 1.47	42684 3557 20.44 1.43 44808 3734 21.46 1.50	43776 3648 20.97 1.47 45936 3828 22.00 1.54	3734 21.46 1.50 47100 3925 22.56 1.58	3828 22.00 1.54 48276 4023 23.12 1.62 50712	47100 3925 22.56 1.58 49512 4126 23.71 1.66	4023 23.12 1.62 50712 4226 24.29 1.70	49512 4126 23.71 1.66 51996 4333 24.90 1.74	50712 4226 24.29 1.70 53280 4440 25.52 1.79	51996 4333 24.90 1.74 54648 4554 26.17 1.83	53280 4440 25.52 1.79 55980 4665 26.81 1.88	54648 4554 26.17 1.83 57408 4784 27.49 1.92 60288	55980 4665 26.81 1.88 58836 4903 28.18 1.97	57408 4784 27.49 1.92 60288 5024 28.87 2.02	Monthly Hourly Standby Annual Monthly Hourly Standby

#### N Range Salary Schedule for Teamsters Represented Employees Effective July 1, 2006 through June 30, 2007

Salary		Years	of Expe	rience																
Range	0		11		2		3		4		5	6	7	8	9	10	12	15	20	-
	Α	В	С	D	E	F	G	Н	 	J	K	L	M	N	0	Р	Q	R	S	
FON	41640	42684	43776	44808	45936	47100	48276	49512	50712	51996	53280	54648	55980	57408	58836	60288	61788	63348		Annual
50N	3470	3557	3648	3734	3828	3925	4023	4126	4226	4333	4440	4554	4665	4784	4903	5024	5149	5279	5413	Monthly
	19.94	20.44	20.97	21.46	22.00	22.56	23.12	23.71	24.29	24.90	25.52	26.17	26.81	27.49	28.18	28.87	29.59	30.34	31.11	Hourly
	1.40	1.43	1.47	1.50	1.54	1.58	1.62	1.66	1.70	1.74	1.79	1.83	1.88	1.92	1.97	2.02	2.07	2.12	2.18	Standby
	42684	43776	44808	45936	47100	48276	49512	50712	51996	53280	54648	55980	57408	58836	60288	61788	63348	64956	66540	Annual
51N	3557	3648	3734	3828	3925	4023	4126	4226	4333	4440	4554	4665	4784	4903	5024	5149	5279	5413	5545	Monthly
	20.44	20.97	21.46	22.00	22.56	23.12	23.71	24.29	24.90	25.52	26.17	26.81	27.49	28.18	28.87	29.59	30.34	31.11	31.87	Hourly
	1.43	1.47	1.50	1.54	1.58	1.62	1.66	1.70	1.74	1.79	1.83	1.88	1.92	1.97	2.02	2.07	2.12	2.18	2.23	Standby
																				- · · · · · · · · · · · · · · · · · · ·
	43776	44808	45936	47100	48276	49512	50712	51996	53280	54648	55980	57408	58836	60288	61788	63348	64956	66540	68244	Annual
52N	3648	3734	3828	3925	4023	4126	4226	4333	4440	4554	4665	4784	4903	5024	5149	5279	5413	5545	5687	Monthly
	20.97	21.46	22.00	22.56	23.12	23.71	24.29	24.90	25.52	26.17	26.81	27.49	28.18	28.87	29.59	30.34	31.11	31.87	32.68	Hourly
	1.47	1.50	1.54	1.58	1.62	1.66	1.70	1.74	1.79	1.83	1.88	1.92	1.97	2.02	2.07	2.12	2.18	2.23	2.29	Standby
====	44808	45936	47100	48276	49512	50712	51996	53280	54648	55980	57408	58836	60288	61788	63348	64956	66540	68244	69924	Annual
53N	3734	3828	3925	4023	4126	4226	4333	4440	4554	4665	4784	4903	5024	5149	5279	5413	5545	5687	5827	Monthly
	21.46	22.00	22.56	23.12	23.71	24.29	24.90	25.52	26.17	26.81	27.49	28.18	28.87	29.59	30.34	31.11	31.87	32.68	33.49	Hourly
	1.50	1.54	1.58	1.62	1.66	1.70	1.74	1.79	1.83	1.88	1.92	1.97	2.02	2.07	2.12	2.18	2.23	2.29	2.34	Standby
	45936	47100	48276	49512	50712	51996	53280	54648	55980	57408	58836	60288	61788	63348	64956	66540	68244	69924	71664	Annual
54N	3828	3925	4023	4126	4226	4333	4440	4554	4665	4784	4903	5024	5149	5279	5413	5545	5687	5827	5972	Monthly
	22.00	22.56	23.12	23.71	24.29	24.90	25.52	26.17	26.81	27.49	28.18	28.87	29.59	30.34	31.11	31.87	32.68	33.49	34.32	Hourly
	1.54	1.58	1.62	1.66	1.70	1.74	1.79	1.83	1.88	1.92	1.97	2.02	2.07	2.12	2.18	2.23	2.29	2.34	2.40	Standby
	47100	48276	49512	50712	51996	53280	54648	55980	57408	58836	60288	61788	63348	64956	66540	68244	69924	71664	73500	Annual
55N	3925	4023	4126	4226	4333	4440	4554	4665	4784	4903	5024	5149	5279	5413	5545	5687	5827	5972	6125	Monthly
	22.56	23.12	23.71	24.29	24.90	25.52	26.17	26.81	27.49	28.18	28.87	29.59	30.34	31.11	31.87	32.68	33.49	34.32	35.20	Hourly
	1.58	1.62	1.66	1.70	1.74	1.79	1.83	1.88	1.92	1.97	2.02	2.07	2.12	2.18	2.23	2.29	2.34	2.40	2.46	Standby

#### N Range Salary Schedule for Teamsters Represented Employees Effective July 1, 2006 through June 30, 2007

Salary																				
Range		Years	of Exper	rience																
	0		1		2		3		4		5	6	7	8	9	10	12	15	20	
	Α	В	С	D	Е	F	G	Н		J	K	L	M	N	0	Р	Q	R	S	•
	48276	49512	50712	51996	53280	54648	55980	57408	58836	60288	61788	63348	64956	66540	68244	69924	71664	73500	75288	Annual
56N	4023	4126	4226	4333	4440	4554	4665	4784	4903	5024	5149	5279	5413	5545	5687	5827	5972	6125	6274	Monthly
	23.12	23.71	24.29	24.90	25.52	26.17	26.81	27.49	28.18	28.87	29.59	30.34	31.11	31.87	32.68	33.49	34.32	35.20	36.06	Hourly
	1.62	1.66	1.70	1.74	1.79	1.83	1.88	1.92	1.97	2.02	2.07	2.12	2.18	2.23	2.29	2.34	2.40	2.46	2.52	Standby
	49512	50712	51996	53280	54648	55980	57408	58836	60288	61788	63348	64956	66540	68244	69924	71664	73500	75288		Annual
57N	4126	4226	4333	4440	4554	4665	4784	4903	5024	5149	5279	5413	5545	5687	5827	5972	6125	6274	6431	Monthly
	23.71	24.29	24.90	25.52	26.17	26.81	27.49	28.18	28.87	29.59	30.34	31.11	31.87	32.68	33.49	34.32	35.20	36.06	36.96	Hourly
	1.66	1.70	1.74	1.79	1.83	1.88	1.92	1.97	2.02	2.07	2.12	2.18	2.23	2.29	2.34	2.40	2.46	2.52	2.59	Standby
	51996	53280	54648	55980	57408	58836	60288	61788	63348	64956	66540	68244	69924	71664	73500	75288	77172	79104	81072	Annual
59N	4333	4440	4554	4665	4784	4903	5024	5149	5279	5413	5545	5687	5827	5972	6125	6274	6431	6592	6756	Monthly
SHI	24.90	25.52	26.17	26.81	27.49	28.18	28.87	29.59	30.34	31.11	31.87	32.68	33.49	34.32	35.20	36.06	36.96	37.89	38.83	,
	1.74	1.79	1.83	1.88	_					_										Hourly
	1.74	1.79	1.03	1.00	1.92	1.97	2.02	2.07	2.12	2.18	2.23	2.29	2.34	2.40	2.46	2.52	2.59	2.65	2.72	Standby
	54648	55980	57408	58836	60288	61788	63348	64956	66540	68244	69924	71664	73500	75288	77172	79104	81072	83124	85212	Annual
61N	4554	4665	4784	4903	5024	5149	5279	5413	5545	5687	5827	5972	6125	6274	6431	6592	6756	6927	7101	Monthly
	26.17	26.81	27.49	28.18	28.87	29.59	30.34	31.11	31.87	32.68	33.49	34.32	35.20	36.06	36.96	37.89	38.83	39.81	40.81	Hourly
	1.83	1.88	1.92	1.97	2.02	2.07	2.12	2.18	2.23	2.29	2.34	2.40	2.46	2.52	2.59	2.65	2.72	2.79	2.86	Standby
	== 400	=0000		0.4700	00040	0.40=0	00=40	00044		<b>-</b> 4004					0.4.0=0	00404	0=010	07040		
	57408	58836	60288	61788	63348	64956	66540	68244	69924	71664	73500	75288	77172	79104	81072	83124	85212	87348		Annual
63N	4784	4903	5024	5149	5279	5413	5545	5687	5827	5972	6125	6274	6431	6592	6756	6927	7101	7279	7461	Monthly
	27.49	28.18	28.87	29.59	30.34	31.11	31.87	32.68	33.49	34.32	35.20	36.06	36.96	37.89	38.83	39.81	40.81	41.83	42.88	Hourly
	1.92	1.97	2.02	2.07	2.12	2.18	2.23	2.29	2.34	2.40	2.46	2.52	2.59	2.65	2.72	2.79	2.86	2.93	3.00	Standby
	60288	61788	63348	64956	66540	68244	69924	71664	73500	75288	77172	79104	81072	83124	85212	87348	89532	91776	94068	Annual
65N	5024	5149	5279	5413	5545	5687	5827	5972	6125	6274	6431	6592	6756	6927	7101	7279	7461	7648	7839	Monthly
JJ	28.87	29.59	30.34	31.11	31.87	32.68	33.49	34.32	35.20	36.06	36.96	37.89	38.83	39.81	40.81	41.83	42.88	43.95	45.05	Hourly
	2.02	2.07	2.12	2.18	2.23	2.29	2.34	2.40	2.46	2.52	2.59	2.65	2.72	2.79	2.86	2.93	3.00	3.08	3.15	Standby
Į.														0			0.00	0.00	00	

#### COMPENSATION APPENDIX E

## 25% Salary Survey Implementation – General Government

The following classifications will receive pay increase necessary to bring them within 25% of the prevailing rate in accordance with the Department of Personnel's 2002 Salary Survey.

Job Class		Percent Change
51050	Correctional Health Care Specialist 1	10.0
51060	Correctional Health Care Specialist 2	10.0
53070	Laboratory Assistant	12.5
53100	Laboratory Technician 1	12.5
53120	Laboratory Technician 2	12.5
53140	Laboratory Technician 3	12.5
53180	Medical Technologist 2	12.5
53200	Medical Technologist 3	12.5
53490	Radiology Technologist	12.5
53710	Pharmacy Assistant A	20.0
54100	Dental Assistant 1	12.5
54110	Dental Assistant 2	12.5
54150	Dental Hygienist 1	12.5
70090	General Repairer	10.0
70220	Plumber Supervisor	10.0
70250	Steam Fitter	10.0
70270	Steam Fitter Supervisor	10.0
70390	Electrician Supervisor	10.0
72220	Machinist Supervisor	10.0
72240	Refrigeration Mechanic	10.0
72380	Electronics Supervisor	10.0
72500	Welder	10.0
72710	Control Systems Supervisor	10.0
75100	Stationary Engineer 1	5.0
75120	Stationary Engineer 2	5.0
75140	Stationary Engineer 3	5.0
75400	Wastewater Treatment Plant Operator 1	5.0
75420	Wastewater Treatment Plant Operator 2	5.0
75421	Wastewater Treatment Plant Operator 3	5.0

#### COMPENSATION APPENDIX F

#### **ASSIGNMENT PAY Updated June 2004**

Following is a list of classes for which assignment pay (AP) has been approved by the WPRB in accordance with WAC 356-15-125. AP is granted in recognition of assigned duties which exceed ordinary conditions. The "premium" is stated in ranges or a specific dollar amount. If stated in ranges, the number of ranges would be added to the base range of the class. The "reference number" indicates the specific conditions for which AP is to be paid.

Group A indicates those classes which have been granted assignment pay; Group B indicates those assigned duties granted AP which are not class specific; Group C applies only to Ref #29.

CLASS TITLE	CLASS CODE	PREMIUM	REFERENCE#
	GROUP A		
Construction & Maintenance Supervisor	70550	4 ranges	32
Correctional Industries Supervisor 1	39005	See Ref.	20
Correctional Industries Supervisor 2	39006	See Ref.	20
Correctional Officer 2	39050	See Ref.	<u>23</u>
Correctional Sergeant	39070	See Ref.	<u>23</u>
Stationary Engineer 2	75120	4 ranges	32
Stationary Engineer 3	75140	4 ranges	32
Truck Driver 1	73100	4 ranges	<u>12</u>
Truck Driver 2	73120	4 ranges	<u>12</u>
Water Treatment Plant Supervisor	75425	4 ranges	32
	GROUP B		
Asbestos Workers (Certified)		4 ranges	<u>20</u>
Dual Language Requirement		2 ranges	<u>18</u>

#### **GROUP C**

Pharmacist	5367S	10 ranges	29
Pharmacist Supervisor	5368S	10 ranges	29
Sex Offender Treatment Specialists	38971	4 ranges	29
Sex Offender Treatment Supervisors	38972	4 ranges	29

**REFERENCE** #12: Employees assigned to operate equipment above this level shall be compensated four ranges above their base rate, and shall be credited with a minimum of four hours at the higher rate on each day they operate the higher level equipment. (Eff. 6/84)

**REFERENCE #18:** Employees in any position whose current, assigned job responsibilities include proficient use of written and oral English and proficiency in speaking and/or writing one or more foreign languages, American Sign Language, or Braille, provided that proficiency or formal training in such additional language is not required in the specifications for the job class. Basic salary plus two additional ranges. (Rev. 5/92)

**REFERENCE #20:** Basic salary plus four ranges for certified asbestos workers while they are required to wear and change into or out of full-body protective clothing and pressurized respirator. (Eff. 5/89)

**REFERENCE** #23: Correctional Officers within the Department of Corrections, Division of Prisons, who operate either Class B Equipment under the Equipment Operator 3 list or Truck Driver 3 equipment under the Truck Driver 3 equipment list shall be compensated to the same salary range, on a step-for-step basis, as a Truck Driver 3 or Equipment Operator 3 classification, not to exceed 5 ranges. Correctional Sergeants who operate either Class B equipment under the Equipment Operator 3 list or Truck Driver 3 equipment under the Truck Driver 3 equipment list shall be compensated to the same salary range on a step-for-step basis as a Truck Driver 3 or Equipment Operator 3 classification, not to exceed 5 ranges. Entitlement to assignment pay under this reference shall be on an hour-for-hour basis for all hours operating the equipment. Operating equipment is defined as loading, unloading, maintaining and driving the equipment. (Eff. 9/92)

**REFERENCE #29:** Upon review and approval from the Department of Personnel, up to four ranges payable to employees in any position located where the cost of living impacts the agency's ability to recruit and/or retain employees which would severely impair the effective operation of the agency. In extraordinary circumstances, where more than ten percent is required, a unique assignment pay range will be used. (Eff. 5/01)

**REFERENCE #32:** Within the Department of Corrections, for employees located at McNeil Island Corrections Center, who are fully trained and qualified, assignment pay will be paid when performing fuel oil transfer duties at the McNeil Island Oil Transfer Facility. Entitlement to assignment pay under this reference shall be on an hour-for-hour basis for all hours while actually performing all relevant fuel oil transfer duties. These duties include: maintenance of all tanks and

affiliated systems, daily measurements of stock fuel levels, the transfer of fuel from bulk storage tanks to oil tankers, and relevant training. Basic salary range plus four ranges. (Eff. 9/01, Rev. 11/01)

#### COMPENSATION APPENDIX G

#### SPECIAL PAY RANGES AND NOTES

#### SPECIAL PAY RANGES

WAC 356-15-130 states that these ranges are used to equal or approximate prevailing rate practices found in private industry or other governmental units. An affected class is identified by a letter designation following the basic salary range number or by a letter designation preceding a number. In the latter case, a special salary schedule will be used for such classes.

**"E" RANGE:** This range is used for classes having a prevailing pay range which is shorter than a standard range. An "E" range is a standard range with the first four steps removed. The first step is the same as Step E of the standard range having the same range number. Periodic increases are made at the same intervals as through standard ranges.

**"D" RANGE:** This range is a single rate per hour equivalent to the State's minimum wage. It is payable to employees who have dog handler assignments, and only while they are off duty, but are still required to care for the dog in their charge. Work time to be paid at "D" range includes, but is not limited to time required for daily feeding, exercising, grooming, and emergency health care of the dog, and care and cleaning of the kennel. (Rev 7/02)

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF WASHINGTON AND THE **TEAMSTER LOCAL UNION NO. 117**

Due to the delay in implementation of the State's new payroll system the parties agree to delay the implementation of Article 32.24, Medical/Dental Expense Account. The parties agree to modify the effective date of Article 32.24 to January 2007.

For the State of Washington:

For Teamsters:

By: 5 tone M y J

# MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON AND TEAMSTERS LOCAL UNION NUMBER 117

This Memorandum of Understanding is entered into between the State of Washington, referred to as the "Employer", and Teamsters Local Union Number 117, referred to as the "Union". It is the intent of the parties to hereby replace the provisions of Article 32, Compensation, Sub-article 32.6, Periodic Increases, to read as follows.

#### 32.6 Periodic Increases

An employee's periodic increment date will be set and remain the same for any period of continuous service in accordance with the following.

- A. For an employee hired prior to July 1, 2005, the employee's periodic increment date as of June 30, 2005 is retained. Employees will receive a two (2) step increase to base salary annually, on their periodic increment date, until they reach the top step of the pay range.
- B. Employees who are hired on or after July 1, 2005, at the minimum step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- C. Employees who are hired on or after July 1, 2005, above the minimum step of the pay range will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- D. Employees governed by the "N" range salary schedule that have reached Step K, will receive a one (1) step\_increase based on years of experience up to the maximum of the range.
- E. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with paragraphs A C above.

For the State of Washington

For the Teamsters

Rv.

Date: ///- (\_\_\_

# THE PARTIES, BY THEIR SIGNATURES BELOW, ACCEPT AND AGREE TO THE TERMS AND CONDITIONS OF THIS COLLECTIVE BARGAINING AGREEMENT.

## Executed this 24th Day of June, 2005

For the Teamsters Local Union Number 117

John A. Williams Secretary-Treasurer

For the State of Washington

Christine O. Gregoire

Governor

Diane Leigh

Chief Negotiator

# Memorandum of Understanding Between The State of Washington And Teamsters Local Union No. 117

This Memorandum of Understanding is entered into between the State of Washington referred to as the "Employer," and Teamsters Local Union No. 117, referred to as the "Union." It is the intent of the parties to add the following classifications effective January 1, 2006 to the GROUP C to Compensation Appendix F to the collective bargaining agreement dated July 1, 2005 through June 30, 2007:

Sex Offender Treatment Specialists	38971	4 ranges	29
Sex Offender Treatment Supervisors	38972	4 ranges	29

For the State of Washington

For Teamsters Local Union No. 117

Steve McLain, Director, OFM

1- 76-86 Date

Date

# MEMORANDUM OF UNDERSTANDING BETWEEN THE STATE OF WASHINGTON AND TEAMSTERS LOCAL UNION NUMBER 117

This Memorandum of Understanding is entered into between the State of Washington, referred to as the "Employer", and Teamsters Local Union Number 117, referred to as the "Union". It is the intent of the parties to hereby replace the provisions of Article 32, Compensation, Sub-article 32.6, Periodic Increases, to read as follows.

#### 32.6 Periodic Increases

An employee's periodic increment date will be set and remain the same for any period of continuous service in accordance with the following.

- A. For an employee hired prior to July 1, 2005, the employee's periodic increment date as of June 30, 2005 is retained. Employees will receive a two (2) step increase to base salary annually, on their periodic increment date, until they reach the top step of the pay range.
- B. Employees who are hired on or after July 1, 2005, at the minimum step of their pay range will receive a two (2) step increase to base salary following completion of six (6) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- C. Employees who are hired on or after July 1, 2005, above the minimum step of the pay range will receive a two (2) step increase to base salary following completion of twelve (12) months of continuous service and the date they receive that increase will be the employee's periodic increment date. Thereafter, employees will receive a two (2) step increase annually, on their periodic increment date, until they reach the top of the pay range.
- D. Employees governed by the "N" range salary schedule that have reached Step K, will receive a one (1) step\_increase based on years of experience up to the maximum of the range.
- E. Employees who are appointed to another position with a different salary range maximum will retain their periodic increment date and will receive step increases in accordance with paragraphs A C above.

For the State of Washington

For the Teamsters

Rv.

Date: ///- (\_\_\_

#### MEMORANDUM OF AGREEMENT BETWEEN THE STATE OF WASHINGTON AND THE **TEAMSTER LOCAL UNION NO. 117**

Due to the delay in implementation of the State's new payroll system the parties agree to delay the implementation of Article 32.24, Medical/Dental Expense Account. The parties agree to modify the effective date of Article 32.24 to January 2007.

For the State of Washington:

For Teamsters:

By: 5 tone M y J